ELECTIONS DEPARTMENT, PUDUCHERRY

Bid Document For Rate Contract

[Single Stage Two Envelope (Two Parts)] Through e-Procurement Method "PRINT SERVICE PROVIDERS for Printing & Personalizing PVC Electors Photo Identity Cards (EPIC)" based on Open Competitive Bidding process]

Tender Document

O/o. The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam, Puducherry-605010.
Phone: +91-413-2292205
Email: 1) ceo_pondicherry@eci.gov.in
2) jtceo_pondicherry@eci.gov.in
Website: http://ceopuducherry.py.gov.in

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Important Instructions

1) The Bidders are advised to acquaint themselves with the provisions of General Financial Rules, 2017 (Website link https://doe.gov.in/sites/default/files/GFR2017_0.pdf) as amended from time to time. If there is any discrepancy between the provisions of the rules and this Bidding Document, the provisions of the Rules shall prevail.

2) Bidders are advised to thoroughly read the bidding document, and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

3) Each page of the Bid Document should be digitally signed as a token of acceptance of the bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the https://pudutenders.py.gov.in on or before 21.03.2022 at 5.00 p.m. The Elections Department, Puducherry is not responsible for any delay or failure to submit the bid on time by the bidder due to any technical or non-technical reason whatsoever.

Sections of the Bid Document/RFP

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ABBREVIATIONS & DEFINITIONS

AERO	Assistant Electoral Registration Officer
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
AV	Audio-Video
BG	Bank Guarantee
BDS	Bid Data Sheet
Bid/ eBid/Tender/RFP	A formal offer made in pursuance of an invitation by a Elections Department and includes any tender, proposal or quotation in electronic format, bidding document (e-Proc and manual), Request For Proposal and tender document
Bid Evaluation Committee (BEC)	Alias Departmental Purchase Committee (DPC) duly constituted by the Department for opening received bids and evaluate the bids till the agreement is executed and placing award of contract.
Earnest Money Deposit(EMD)/EMD	Security provided to the Elections Department by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder/Tenderer	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor as per qualification laid herein, participating in the procurement/ bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
Cards	PVC Cards
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chief Electoral Officer, Puducherry is the competent authority in this bidding document.
Contract/ Procurement Contract	A contract entered into between the Elections Department and a successful short-listed bidder.

Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till the successful commissioning of the project (one-time job) as per bidding document.
Day	A calendar day as per Govt. of Puducherry
DEO	District Election Officer (Collector of District)
DPC	Alias Bid Evaluation Committee (BEC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed and placing award of contract.
DSC	Digital Signature Certificate
ED	Elections Department, Lawsthottam, Reddiarpalayam, Puducherry - 605010, headed by the Chief Electoral Officer, Puducherry
ETDC	Electronic Testing & Development Centre
EPIC	Elector's Photo Identity Card
eProc/e-Proc website	https://www.pudutenders.gov.in
ERO	Electoral Registration Officer
FOR/ FOB	Freight on Road or Freight on Board
GoI	Government of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a Elections Department as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB/NIT/NIB	Invitation for Bids or Notice Inviting Tenders or Notice Inviting Bidders (A document published by the Elections Department inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
In Writing	Communicated in writing form through letter, fax, email etc.

ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
JV/Consortium/Association	Joint Venture or Consortium or Association of Bidders participating in the bid
LD	Liquidated Damages
LOA/LOI	Letter of Agreement/Letter of Intent
Lowest Bidder/Bidders	Short-listing of bidders up to 2(max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
Personalization	Printing of Electors' details such as Photo, Name, Relation, Relative Name, DoB, Gender, Address, AC, Part Number etc. with ERO Signature on PPPVC EPIC as per ECI guidelines/SoW and E-Roll Data
PBQ	Pre Bid Query(ies)
PSP	Print Service Provider
PVC	Poly Vinyl Chloride (PVC)
PPPVC EPIC	Pre-Printed PVC EPIC card is Pre-Personalized or Non-Personalized PPPVC EPIC card
PBG/Security Money	Performance Bank Guarantee
PC	Procurement / Purchase Committee

PQ/EC	Pre-Qualification bid criteria/Eligibility criteria
PE	Procurement Entity (Elections Department, Puducherry)
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement / Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a Elections Department whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a Bidder of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.The Elections Department, Puducherry is the Elections Department in respect of UT of Puducherry.
RFP	Request For Proposals
RO	Returning Officer
GST	Goods and services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a Elections Department and does not include appointment of any person made by any procuring entity
Singular/Plural	If the context so requires singular means plural and vice versa.
Signed Document	Signed Document using electronic Digital Signature Certificate (DSC)
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
Union Territory Government	Government of Puducherry

STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
Successful Bidders	The Technically qualified bidder who has participated in the bid online and quoted / agree to supply items on the financially lowest price during the contract period.
GSTIN	Goods and services Tax Identification Number
TPA	Third Party Auditors
Vendors/Vendors	The Technically qualified bidder who has participated in the bid online and quoted / agree to supply items on the financially lowest price during the contract period.
Website of CEO, Puducherry	www.ceopuducherry.py.gov.in
WO/ PO	Work Order/ Purchase Order

Please note that all those terms which have not been explicitly defined in this document have the same meaning as in the General Clauses Act or any other Central or State Act/Rules.

Tender Schedule

1.	Tender inviting Authority, Designation and Address	**The Chief Electoral officer** Elections Department, Lawsthottam, Reddiyarpalayam, Puducherry-605010. Phone: +91-413-2292205 Email: 1) ceo_pondicherry@eci.gov.in 2) jtceo_pondicherry@eci.gov.in Website: http://ceopuducherry.py.gov.in
2.	A) Name of the Work	Tender for Printing and distribution of personalized PVC Electors Photo Identity Cards (PVC EPICs) for the voters (New and Replacement) in the Union Territory of Puducherry.
	B) Tender reference	Tender Ref. No.1-10(9)/2022, dated 28.02.2022
	C) Place of execution	Puducherry region — O/o District Election Officer, Puducherry. Karaikal region — O/o District Election Officer, Karaikal. Mahe Region — O/o Regional Administrator, Mahe Yanam Region — O/o Regional Administrator, Yanam
3.	Tender documents available place	Tender documents can be downloaded free of cost from http://www.pudutenders.py.gov.in
4.	Bid document fee	**Rs.1000/- (Rupees One thousand only) should be paid online through the e-Tender portal https://pudutenders.py.gov.in**
5.	Earnest Money Deposit (EMD)	**₹20,000/- (Rupees twenty thousand only) should be paid online through the e-Tender portal https://pudutenders.py.gov.in**
6.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted electronically. Copies of Technical Bid documents, submitted electronically should also be submitted MANUALLY immediately after submitting bid online. Stage-1 – Technical Bid, Stage-2 – Price Bid. Tenders received after the due date and time will be summarily rejected.
7.	Last date for submission of pre-Bid queries	Up to 05.00 p.m. on 10.03.2022. Queries to be emailed to jtceo_pondicherry@eci.gov.in. The replies to the queries will be hosted by 05.00 p.m. on 14.03.2022 in the website http://ceopuducherry.py.gov.in.
8.	Pre Bid Meeting	To be held on 11.00 a.m. on 11/03/2022 at Conference Hall, Elections Department, Reddiarpalayam, Puducherry
9.	Due Date, Time and Place of submission of Tender	On or before 21.03.2022 @ 5.00 PM at the address mentioned in Row (1) above.
10.	Date, Time and Place of Initial scrutiny of the Bids	On 23.03.2022 @ 11.00 PM at the address mentioned in Row (1) above.
11.	Contract period	3 years can be extended to a maximum of 5 years with mutual consent (Initially contract will be made for first 3 years and renewed for 2 more years upon mutual consent.)
12.	Tender Accepting Authority	The Chief Electoral Officer & Principal Secretary (Elections), Elections Department, Lawsthottam, Reddiyarpalayam, Puducherry-605010. Phone: +91-413-2292205 Email: ceo_pondicherry@eci.gov.in Website: http://ceopuducherry.py.gov.in

Elections Department, Puducherry

NIB (NOTICE INVITING Bids)

NIB No:01 Date:

Sealed Single Stage Two-envelopes unconditional online Bids are invited on https://pudutenders.gov.inon behalf of the Elections Department, Puducherry for the short-listing of Print Service Provider (PSP) for rate contract for the item as listed below up to 05:00PM of **21.03.2022**.

S. No	Name of Work	Scope of Work and Other Specifications	Average Annual Quantity of EPIC Kits required (including annual Revision and Continuous Updation process)	Average Annual Estimated Procurement Cost in ₹.	Price of Bidding Document (₹.)	Amount of Bid security (₹)	Validity Period of bid	Place of Delivery
1.	Printing & Supply of Personalized Colour PVC Elector's Photo Identity Cards (EPIC) with high security Hologram (hot stamped) supplied by the designated vendor	As mentioned in the bid/ ECI guidelines	1,00,000 units (Approx.)	10,00,000/- (approx.)	1000/-	20,000/- (2% of the purchase value as per Rule 170 of GFR, 2017)	180 Days	Puducherry region: O/o District Election Officer, Puducherry Karaikal region: O/o District Election Officer, Karaikal Mahe Region: O/o Regional Administrator, Mahe Yanam Region: O/o Regional Administrator, Yanam

1. Price and/or purchase preference as per Instructions to Bidders shall be admissible in the evaluation and award of Contract.

2. The bid is for a Rate Contract for short-listing of suppliers for the above mentioned items.

3. The Bidders may enclose the specifications, catalogue, and other product characteristics offered. They shall also include details on their backup services offered, warranties, etc.

4. The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website (https://pudutenders.gov.in & https://ceopuducherry.py.gov.in).

5. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on https://pudutenders.gov.in by following the electronic Bid submission procedure as specified on the portal.

6. The Bid Document Fee and Earnest Money Deposit (EMD) should be paid online through the e-Tender portal https://pudutenders.gov.in

7. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.

8. Bids have been invited electronically, the procedure for submission of Bids, including payment of Bidding Document, user charges/processing fee, Bid Security, etc. shall be as provided on the UT of Puducherry e-Procurement Portal https://pudutenders.gov.in/

9. The Technical Bids shall be opened on 23.03.2022 **at 11:00 AM** in the office of CEO, Puducherry

10. The Elections Department, Puducherry is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.

11. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by the Income Tax Department.

12. The Service Provider is required to sort the received data Pin code-wise. This is to ensure grouping together of all the Cards meant for delivery to one Pin code.

13. To participate in the online bidding process, bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

sd/-
Chief Electoral Officer
Elections Department, Lawsthottam, Reddiyarpalayam
Puducherry.

<table>
<tr><th colspan="4">Bid Data Sheet (BDS)</th></tr>
<tr><td>1</td><td>Ref. of invitation of Bids</td><td colspan="2">NIB No. - 01 dated: 28.02.2022</td></tr>
<tr><td rowspan="5">2</td><td rowspan="5">Name and Address of officer as the Elections Department (PE) and for clarification purposes</td><td>Name</td><td>Shurbir Singh, I.A.S.</td></tr>
<tr><td>Designation</td><td>Chief Electoral Officer, Elections Department, Puducherry</td></tr>
<tr><td>Address:</td><td>O/o. Chief Electoral Officer,
Elections Department,
Villianur Main Road, Lawsthottam,
Reddiyarpalayam,
Puducherry – 605 010</td></tr>
<tr><td>Phone No.</td><td>0413-2292205</td></tr>
<tr><td>Email</td><td>jtceo_pondicherry@eci.gov.in</td></tr>
<tr><td>3</td><td>Placing Work Order /Payment authority</td><td colspan="2">O/o. CEO, Elections Department, Puducherry.
Payment by CEO, Puducherry</td></tr>
<tr><td>4</td><td>Subject Matter of Procurement</td><td colspan="2">"Short-listing of Print Service Provider for Printing & Supply of Personalized Colour PVC Elector's Photo Identity Cards (EPIC) with high security Hologram (hot stamped)</td></tr>
<tr><td>5</td><td>FOR Destination</td><td colspan="2"><table>
<tr><td>Puducherry region</td><td>O/o District Election Officer, Puducherry</td></tr>
<tr><td>Karaikal region</td><td>O/o District Election Officer, Karaikal</td></tr>
<tr><td>Mahe region</td><td>O/o Regional Administrator, Mahe</td></tr>
<tr><td>Yanam region</td><td>O/o Regional Administrator, Yanam</td></tr>
</table></td></tr>
<tr><td>6</td><td>Joint Venture / Consortium / Association of Bidders</td><td colspan="2">Not Allowed.</td></tr>
<tr><td>7</td><td>Contract Period</td><td colspan="2">3 years, Can be extended to a maximum of 5 years with mutual consent. (Initially contract will be made for first 3 years and renewed for 2 more years upon mutual consent)</td></tr>
<tr><td rowspan="3">8</td><td rowspan="3">Bid Procedure</td><td colspan="2">Single Stage Two Envelope Bidding (Two Parts) rate contract</td></tr>
<tr><td>Open Competitive Bid</td><td>procedure is given at https://pudutenders.gov.in</td></tr>
<tr><td>9</td><td>Bid Evaluation Criteria (Selection Method)</td><td>Based on L1 of the technically qualified bidders</td><td>1 firm will be shortlisted</td></tr>
<tr><td rowspan="2">10</td><td>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</td><td colspan="2">https://pudutenders.gov.in/ and
https://ceopuducherry.py.gov.in</td></tr>
<tr><td>Bid Document Fee</td><td colspan="2">₹1000/- (Rupees One Thousand Only) should be paid online through the e-Tender portal https://pudutenders.gov.in</td></tr>
<tr><td>11</td><td>Estimated Procurement Cost</td><td colspan="2">₹10 lakh. (Ten lakh) per annum (Approximately)</td></tr>
<tr><td>12</td><td>Earnest Money Deposit(EMD) & Mode of Payment</td><td colspan="2">₹ 20,000/- (Rupees Twenty thousand only) should be paid online through the e-Tender portal https://pudutenders.gov.in</td></tr>
<tr><td>13</td><td>Period of Sale of Bid Document (Start/End Date)</td><td colspan="2">Start Date:28.02.2022
End Date:21.03.2022 by 05.00 p.m.</td></tr>
<tr><td>14</td><td>Date/Time/ Place of Pre-bid Meeting</td><td colspan="2">Pre Bid Meeting Date/Time 11.03.2022 at 11.00 a.m.
Pre Bid Queries Submission by 05.00 p.m. on or before 10.03.2022, after which no query would be accepted and also Pre Bid Queries should be sent to the prescribed email (jtceo_pondicherry@eci.gov.in) only and not to be uploaded to https://pudutenders.gov.in/ website (signed hardcopy and softcopy both should be sent through email address jtceo_pondicherry@eci.gov.in. In case of repeat queries uploaded on https://pudutenders.gov.in/website, these queries will not be treated responsive and will not be entertained.</td></tr>
</table>

		Pre Bid Meeting Place: Conference Hall, 2nd floor, Elections Department, Villianur Main Road, Lawsthottam, Reddiyarpalayam, Puducherry – 605 010.
15.	**Online Submission of Tender Fee and Earnest Money Deposit (EMD)**	Start Date 28.02.2022 during office time only End Date: 21.03.2022 at 05.00 p.m. For NEFT/RTGS transfer, End Date : 20.03.2022 at 05.00 p.m.
16.	**Date for the submission of Bids**	Manner: Online at website https://pudutenders.gov.in up to 21.03.2022 at 05.00 p.m.
17.	**Date/Time / Place of Technical Bid opening**	Date: 23.03.2022 Time: 11.00 a.m. Elections Department, Villianur Main Road, Lawsthottam, Reddiyarpalayam, Puducherry – 605 010.
18.	**Date/Time / Place of Financial Bid opening**	Will be informed later Elections Department, Villianur Main Road, Lawsthottam, Reddiyarpalayam, Puducherry – 605 010.
19.	**Bid Validity**	180 days from the last date of bid submission.
20.	**Language of Bid**	English
21.	**Alternate Bid**	Not permitted
22.	**Bid Submitted**	Original bid: Unconditional and with no deviation
23.	**Bidders Detail:-**	
	a. Name of Bidder	
	b. Address of Correspondence	
	c. Name of Authorized Signatory	
	d. Mobile Number 1	
	e. Mobile Number 2	
	f. Telephone Number	STD Code( )
	g. Fax Number	STD Code( )
	h. Name of website	
	i. E-mail1	
	j. E-mail 2	

Note: All the dates mentioned above are subject to variation subject to approval of the Secretary (Elections).

Section-I

1. SCOPE OF WORK (SoW):

(1) **Background:**

In an effort to prevent electoral fraud, EPICs or Elector's Photo Identity Card were introduced by the **Election Commission of India in the year 1993**. Guidelines have been issued by ECI from time to time to incorporate various security features in EPIC.

The ECI has directed that 'Colour PVC Card manufacturer and security printer"- with in-house printing on PVC sheet with security features and capacity of personalisation, and proper security management to be selected.

EPIC to be supplied with prescribed security features and personalization details printed upon them.

The ECI has also directed that EPIC cards will be procured by CEOs.

The Bidders are requested to examine the instructions, terms & conditions, specifications and ECI guidelines on Personalized PVC EPICs issued time to time which are available on the ECI website, given in the bid. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

It will be imperative for each Bidder(s) to familiarise itself/themselves with the prevailing legal situations for the executing of contract. This Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids, and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained. Neither any time extension nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

It must be clearly understood that the Terms & Conditions and specifications are intended to be strictly enforced along with ECI guide lines in the subject matter. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of contract or throughout the period of completion of the contract whichever is later on account of any reasons whatsoever, but the benefit of price fall due to any reason shall be passed on.

The Bidder should be fully and completely responsible to concerning Procurement entity/DEOs for all the deliveries and deliverables within the stipulated timelines.

Elections Department, Puducherry reserves right to cancel part or complete bids without giving any reason thereof, which shall be accepted by all bidders.

UT of Puducherry structure is given as below:

(1) Districts - District Election Officer –cum- Collectors

(2) AC - Electoral Registration Officer

(3) Total Colour EPICs printed in UT of Puducherry in the last three years

Year	New Voters' Card	Duplicate Card	Total Cards
2018-19	19244	36787	56031
2019-20	8449	17580	26029
2020-21	46172	44409	90581

Elections Department, Puducherry is willing to short-list 1 supplier for supplying of ECI specified personalized Electors' Photo Identity Cards (EPIC) with new security features on Standard-based PVC sheet/core for electors/voters.

The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them, and hot stamping of Hologram.

Detailed Scope of work -

1. Manufacture, print and supply **Coloured PVC EPIC** in given specifications, security features, base text contents, colour photograph, personalized with voters' details (model of EPIC shall be found in Annexure 7). Please refer Bid Data Sheet for quantities and delivery schedule of this bid document.
2. Hot stamping of **Holograms** provided by the Elections Department, Puducherry on each EPIC.

(2) Specifications of Card:

The new PVC EPIC will be horizontal in shape with following size:-

a. Card type:

All new cards will be printed on a PVC sheet with a coloured photograph. Material Poly Vinyl Chloride, Glossy/Mat finishing (PVC) + Polyethene Terephthalate Glycol (PETG) Proposed Layering is mentioned in the RFP document

b. Card size:

CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%

c. Thickness:

760 microns (± 10%)

d. Lamination (Overlay)

Glossy/Mat finishing

e. Design & Layout:-

Indicative design provided with the bid document. The Elections department may alter the design, colour scheme and layout at any time.

f. ISO Standard:-

CR-80 type adhering to ISO/IEC 7810 /10373 standards

g. Special Feature:-

QR Bar code with 3000+ text characters. However, the Elections Department may alter the size, specifications and layout of the QR code anytime before or during the currency of the contract. Vendor should ensure that the size of the QR code does not exceed the designated space for the QR code on the EPIC.

h. An indicative list of card features:-

- **Hologram**: Hologram size (after stamping) : 16mm x 12mm. To be hot stamped made up of 19-23 Micron polyesters film of Gold/Silver shade.
- **Micro text**: Text as the border of the Photograph in size 19 to 25 micron
- **Ghost image printing**: Elector Photograph (Front side)
- **Guilloche pattern** on the base of the card. (Three colour guilloche design)

Hologram hot stamping

1- Reel/Sheet of hologram, mentioning number of Reels and hologram/will be delivered by Elections Department, Puducherry to vendor for hot stamping.

2- The exact number of holograms received in the reel from hologram manufacturer must be documented by the card printer as a secure document.

3- The Elections Department, Puducherry shall get required test of holograms conducted before stamping to the EPIC.

2. OTHER FEATURES

For Puducherry & Karaikal Region:

1. Relief tint of "Election Commission of India" in bilingual, i.e., English & Tamil
2. The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper right-hand corner.
3. Personalisation :-

Front:-

- "இந்தியத்தேர்தல்ஆணையம்" & "ELECTION COMMISSION OF INDIA" in Tamil & English on the top.
- "வாக்காளர்புகைப்படஅடையாளஅட்டை" in Tamil & "ELECTOR PHOTO IDENTITY CARD" in English below "ELECTION COMMISSION OF INDIA".
- Colour photo of the Elector
- Name of the elector, printed in English and Tamil and its detail in English and Tamil
- 'Father's Name, Mother's Name, Husband's Name, Wife's Name, Other's Name and Guru's Name', printed in English and Tamil and its detail in English and Tamil
- "Gender" printed in English and "பாலினம்" in Tamil and its value/detail in English and Tamil.
- "Date of birth/Age" printed, in English and "பிறந்ததேதி/வயது" in Tamil and its value/detail in English and Tamil.

Back:-

- "முகவரி" in Tamil and "Address", printed in English and its value/detail in Tamil and English.
- "Issue Date" in English and "வெளியிடப்பட்டதேதி" in Tamil and its value/details.
- Scanned signature of Electoral Registration Officer.
- "தொகுதிஎண்மற்றும்பெயர்" in Tamil and its value/detail (AC Name and District Name) in Tamil.
- The following would be printed at the bottom of the EPIC in English and Tamil:-
- **குறிப்பு/Note:**

1. ஒவ்வொருதேர்தலுக்குமுன்பும், நடப்பில் உள்ள வாக்காளர் பட்டியலில் உங்கள் பெயர் இடம்பெற்றுள்ளதாஎன்பதை சரிபார்த்துக் கொள்ளவும்.
1. Before every election, please check that your name exists in current electoral roll.
2. இந்தஅட்டையை வயதிற்கான சான்றாக தேர்தல் நடைமுறைகளைத்தவிர

பிற நேர்வுகளில்

பயன்படுத்தக்கூடாது.

2. This card is not a proof of Age except for the purpose of election."

PLEASE NOTE: All texts to be in black colour only.

For Mahe Region:

1. Relief tint of "Election Commission of India" in bilingual, i.e., English & Malayalam.
2. The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper right-hand corner.
3. Personalisation :-

Front:-

- " ഇന്ത്യൻതിരഞ്ഞെടുപ്പ് കമ്മീഷൻ "& "ELECTION COMMISSION OF INDIA" in Malayalam & English on the top.
- "വോട്ടറുടെ ഫോട്ടോ പതിപ്പിച്ചതിരിച്ചറിയൽകാർഡ്" in Malayalam & "ELECTOR PHOTO IDENTITY CARD" in English below "ELECTION COMMISSION OF INDIA"."ഇന്ത്യൻതിരഞ്ഞെടുപ്പ് കമ്മീഷൻ"
- Colour photo of the Elector
- Name of the elector, printed in English and Malayalam and its detail in English and Malayalam.
- 'Father's Name, Mother's Name, Husband's Name, Wife's Name, Other's Name and Guru's Name', printed in English and Malayalam and its detail in English and Malayalam
- "Gender" printed in English and "ലിംഗം" in Malayalam and its value/detail in English and Malayalam.
- "Date of birth/Age" printed, in English and "ജനനത്തീയതി/വയസ്സ്" in Malayalam and its value/detail in English and Malayalam.

Back:-

- **“**വിലാസം” in Malayalam and “Address”, printed in English and its value/detail in Malayalam and English.
- “Issue Date” in English and ”പുറപ്പെടുവിക്കുന്ന തീയതി” in Malayalam and its value/details.
- Scanned signature of Electoral Registration Officer.
- “മണ്ഡലത്തിന്റെ നമ്പറും പേരും” in Malayalam and its value/detail (AC Name and District Name) in Malayalam.
- The following would be printed at the bottom of the EPIC in English and Malayalam:-
- **കുറിപ്പ്/Note:**

2. എല്ലാ തിരഞ്ഞെടുപ്പിന് മുമ്പും, നിലവിലെ വോട്ടർ പട്ടികയിൽ നിങ്ങളുടെ പേര് ഉണ്ടോയെന്ന് പരിശോധിക്കുക.

1. Before every election, please check that your name exists in current electoral roll.

2. തിരഞ്ഞെടുപ്പ് ആവശ്യത്തിനല്ലാതെ ഈ കാർഡ് പ്രായത്തിന്റെ തെളിവല്ല

2. This card is not a proof of Age except for the purpose of election.”

PLEASE NOTE: All texts to be in black colour only.

For Yanam Region:

1. Relief tint of “Election Commission of India” in bilingual, i.e., English &Telugu language
2. The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper right-hand corner.
3. Personalisation :-

Front:-

- ”భారతఎన్నికలసంఘం” & “ELECTION COMMISSION OF INDIA” in Telugu& English on the top.
- “ఓటరుఫోటోగుర్తింపుకార్డు” in Telugu& “ELECTOR PHOTO IDENTITY CARD” in English below “ELECTION COMMISSION OF INDIA”.
- Colour photo of the Elector
- Name of the elector, printed in English and Telugu and its detail in English and

Telugu

- 'Father's Name, Mother's Name, Husband's Name, Wife's Name, Other's Name and Guru's Name', printed in English and Telugu and its detail in English and Telugu
- "Gender" printed in English and "లింగము" in and its value/detail in English and Telugu.
- "Date of birth/Age" printed, in English and "పుట్టినతేది / వయస్సు" in Telugu and its value/detail in English and Telugu.

Back:-

- "చిరునామా" in Telugu and "Address", printed in English and its value/detail in Telugu and English.
- "Issue Date" in English and"జారీచేసినతేది" in Telugu and its value/details.
- Scanned signature of Electoral Registration Officer.
- "సంఖ్యమరియుశాసనసభనియోజకవర్గంపేరు" in Telugu and its value/detail (AC Name and District Name) in Telugu.
- The following would be printed at the bottom of the EPIC in English and Tamil:-
- గమనిక/Note:

1. ప్రతిఎన్నికలకుముందు,

దయచేసిప్రస్తుతఓటర్ లజాబితాలోమీపేరుఉందోలేదోతనిఖీచేయండి.

1. Before every election, please check that your name exists in current electoral roll.

2. ఈకార్డ్ఎన్నికలప్రయోజనంకోసంతప్పవయస్సురుజుమకోరకుకాదు.

2. This card is not a proof of Age except for the purpose of election."

PLEASE NOTE: All texts to be in black colour only.

Note:

The above specifications may be changed as per the guidelines of ECI. The vendor has to supply the PVC cards as per the guidelines of ECI in force from time to time without extra cost.

3. SECURITY OF DATA

- Standard guidelines of Government of India and Information Security (Categorized) in bid, should to be followed.

- The Digital Certificate/HSM required for data encryption will be procured by the Card Printer and public key to be shared with CEO.

- Sorting of data - "Collating and sorting software, card tracking number etc."

Information Security

The Information Security applicable to the Print Service Provider has been categorized as below.

i. HUMAN Resources
ii. Asset Management
iii. Access Control
iv. PASSWORD Policy
v. Cryptography
vi. Physical and Environmental Security
vii. Operations Security
viii. Communications Security
ix. Information Security Incident Management
x. Compliance
xi. Change Management

SORTING OF DATA

The Service Provider is expected to have in place suitable/capable of collating and sorting the electronic data to ensure high efficiencies in printing and dispatch of PVC Card.

The Service Provider is required to sort the received data Pincode-wise. This is to ensure grouping together of all the Cards meant for delivery to one Pincode.

4. **Important Directions:**

The supply chain method is as follows:

a) All jobs related post agreement such as processing, management, monitoring, taking action against vendor, grievance redressal, payment, testing/checking etc.(but not limited to these only), shall be done at the level of all District Election Officer. This bid is being invited on behalf of all DEOs of the UT of Puducherry, therefore, after executing agreement, all the DEOs would be acting as Procurement Entities (PEs) for this bid.

b) The successful short-listed bidders have to coordinate with the Government Department, District Election Officer, Chief Electoral Offier, etc., during the execution of the work

c) Chief Electoral Officer, Puducherry will place consolidated Work/Supply Order for "Printing and Supply of personalized PVC EPIC Earnest Money Deposit(EMD) Features " within the duration of the contract period as per their need with the short-listed successful bidders called "vendors" along with relevant Data of EPIC online such as Email/Google-Drive/FTP to the vendors' server, if any, etc. The District Election Officer will be responsible for providing only those EPIC data of electors which are required to personalize the PVC EPICs in an appropriate format (in this District Election Officers should be responsible and meticulously comply with the ECI guidelines/circular about data to be given on appropriate media in suitable format online to the vendor.) Vendors shall also be responsible for collecting only those E-Roll data of electors which are required to personalize the EPIC; otherwise, immediately for extra data/incomplete data, the vendors will bring this into the knowledge of District Election Officers to rectify. The vendor is responsible for supplying the personalized PVC EPICs AC wise to the District concerned, which may be sent by Speed Post through the BNPL account formed between Chief Electoral Officer and Department of Post There should not be any lapses in this arrangement.

d) The supply schedule is given as follows:

S. No.	Event	Date of Supply Order/Data	Supply of Personalized Colour PVC EPICs by the vendor
a.	During Continuous Updation	Fortnightly 01-15th and 16th to the last date of the month.	15 days 15 days
b.	During Summary Revision	Weekly	15 Days
c.	During Special Campaign	Weekly	15. Days

(e) The personalized Colour PVC EPICs should be of the best quality and last long, unlike the EPIC printed through desktop printing machines one by one. There should be an automated process to ensure 100% accuracy.

(f) The vendor will deliver the Personalized Colour PVC EPICs to the concerning DEO within the supply period mentioned in the Supply/Work Order, and a receipt will be

taken. No additional payment will be given towards packing, delivery etc., of the cards to the respective districts.

(g) FOR SUMMARY REVISION:-

The concerned District Election Officer acting as procurement entity will take out 10 sample cards out of 10000 Personalized PVC EPICs on a random basis from the supplied lot of Summary Revision of Electoral Rolls of the concerned year and get them tested/checked from Government lab or Government Approved Lab or Private Lab accredited by the NATIONAL ACCREDITATION BOARD FOR TESTING AND CALIBRATION LABORATORIES (NABL). The charges towards the testing of sample cards shall be borne by the concerned District Election Officer. In case the test report of sample card(s) failed for the supplied lot of Personalized PVC EPICs, the lot shall be entirely resupplied on the cost of the bidder to the destination. This means that the lot supplied should be 100% error-free, then only processing of payment shall be started.

FOR CONTINUOUS UPDATION:-

District Election Officer will take 5 cards for random checking from each lot of 1000 cards

(h) The vendor will again prepare the Personalized PVC EPICs which have been used for testing, and payment for only these cards sent for testing will be paid to the Vendor as per the approved rate subject to the condition that the sample(s) has/have not failed otherwise whole lot shall be supplied again by the vendor.

(i) The vendor will submit a periodical Statement of Account of Cards (indicative list of columns which can be modified/added/deleted):

1. Sr. No.
2. Order received (no. date and quantity),
3. Data Received in an appropriate form (Intellectual Property Rights - IPR lies with this Department/ECI),
4. Personalised PVC EPICs delivered by the vendor with consignment no., date, quantity
5. Non-disclosure of information agreement on letter head that vendor has not breached IPR policy i.e. not copied in any form, not shown/given to any entity, not used for the purposed other than the purpose mentioned in the bid etc.,

(j) DEO will maintain a record of every Supply Order placed in the form such as (indicative list of columns - DEO may modify/add/delete it):

1. Sr. No.,
2. Supply order No., date, and Quantity,
3. Date of handing over EPIC Data to the vendor,
4. Mentioned period of supply with the exact date,
5. Date of supply made by the vendor along with quantity
6. Late supply, if yes by how many days (SLA applicable)
7. Lot accepted or rejected If rejected, then the date and number of returning the lot to the vendor along with the quantity
8. Remarks, if any

(k) DEO will get randomly selected samples tested and keep a record viz. (indicative list of columns - DEO may modify/add/delete it):

1. Sr no.
2. Order no. & date
3. Name of Testing Lab with number of samples
4. Keep EPIC nos. of those samples
5. Date of receiving the testing report, report no. and date
6. Number of failed/Passed samples
7. Lot is rejected if even a single sample failed
8. Intimation letter no. and date
9. Replacement supply made (no., date and quantity)
10. Late supply, if yes by how many days (SLA applicable)

5. **Deliverables:**

a. District Election Officers shall place Supply/Work Order according to their need or urgency during the contract period with a reasonable supply period. District Election Officer shall receive supply i.e. Personalized PVC EPICs

b. Supply Plan: Estimated Quantity of personalization of PVC EPIC (No guaranty of these figures of Personalization of PVC EPICs which can be increased or decreased):

No.	Year	NOS.
a.	2022-2023	1,00,000 (One lakh)
	Grand Total	1,00,000(One lakh)

Note: Quantity may change at any time. However, all payments will be based on actual EPIC cards and other materials supplied. No claim from the vendor in this regard shall be accepted.

c. Replacement of defective Personalized PVC EPICs:

All the expenses towards replacing defective Personalized PVC EPICs to District Election Officers shall be borne by successful short listed bidder only. The vendor has to provide Personalized PVC EPICs within a stipulated time as mentioned by the District Election Officer concerned. The concerning District Election Officers shall safely dispose of all the defective cards and rejected lot(s) of cards. The bidders will be responsible for auto enveloping and handling of cards.

d. Management, Supervision of Supply/Coordination etc. by short-listed bidders:

The successful short-listed bidder have to appropriately establish a setup in the UT of Puducherry to coordinate, track, manage, and control supplies. SPOC (Single Point of Contact) shall be intimated to all districts of their area and CEO office along with email, fax and landline number etc. The successful bidder will supply Personalized Colour PVC EPICs ERO wise to the concerned District only who placed the supply order, not to other District Election Officers. There should not be any lapses in this regard; otherwise, the period for supply of Personalized Colour PVC EPICs to the correct destination shall be counted in the delay in supply on which the Liquidated Damage clause will be applicable.

e. Role of DEO for this Bid:

The roles and responsibilities of the District Election Officers (Collector), all districts shall comprise of the following:

The Election Department is inviting this bid on behalf of the District Election Officers to minimize the total cost and early supply looking to the volume. Therefore, all District Election Officers of Puducherry will be acting as Procurement Entity for their district. Offers have been invited centrally only to get reasonable and competitive rates for the subject matter of the bid.

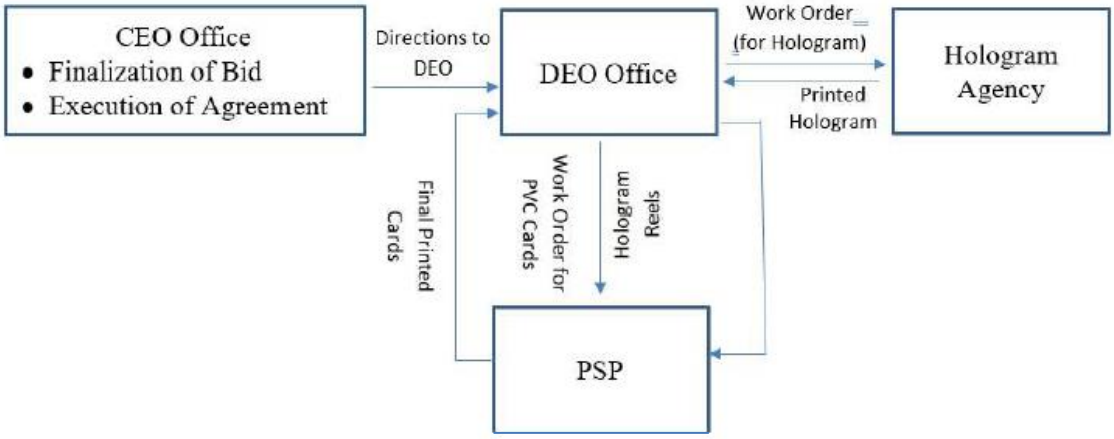
After executing the agreement, all the District Election Officers of the UT have been delegated powers to perform all (post agreement) activities and duties as they are Procuring Entity, such as order placing/processing on time, foresee requirement leading to placing the order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensure orders adhere to the agreement, auditing, testing/checking, grievance redressal, approve the ordering goods, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

A sample taken out randomly from the supplied lot may be tested/checked from any Government lab or Government Approved Lab or Private Lab accredited by the **National Accreditation Board for Testing and Calibration Laboratories** (NABL).

All District Election Officers of the UT of **Puducherry** would assist Chief Electoral Officer, Puducherry to handle and manage this tender end to end.

f. For this bid, after executing the Agreement, all the District Election Officers of the UT of Puducherry shall be discharging post-agreement jobs/activities. All the responsibilities regarding this bid shall be of all District Election Officers concerned.

FLOWCHART



Section-II

ELIGIBILITY/QUALIFICATION CRITERIA and technical evaluation

1) Pre - qualification criteria

Evaluation of pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

Important: Service providers who do not qualify Pre-qualification Criteria(s) will not be considered for further processing and are liable to be rejected.

A. CRITERIA FOR PRE-QUALIFICATION

1 Name of the bidder
2 Mailing address
3 Telephone and Fax Number
4 E-mail address
5 Name and designation of the person authorized to make commitments to the Election department (Certificate of Authority to be provided)
6 Year of the establishment of firm
7 Other financial activities of the firm/company :-

Table-1

S. No	Pre-Qualification Criteria	Supporting Documents		Compliance (Yes/No)	Detailed Remarks
1.	Company registered in India under the Companies Act 1956/Companies act, 2013.	Certificate of Incorporation/ Registration in the name of the bidder valid as on the date of bid submission			
2	Category of Bidder - Bidder should be "PVC Card Manufacturer and Security Printer" and should have a capacity for personalization	**a.**	Visa Card or Master Card or RuPay or Aadhaar Card or PAN card.		
		b.	ISO 27001 and ISO 9001		
		c.	Should be certified as security printer from RBI / IBA		
3	Experience -Bidder should have had the experience of any kind of PVC Cards with security features of work orders equal to:- 3 completed work orders of Rs 1 crore each or more or	certified copy of statutory audit mentioning the address of manufacturing plant)			

	2 completed work orders of Rs. 2 crores each or More or 1 completed work order of Rs. 3 crore during last 4 years ending 31.03.2021			
4	Bidder in house capacity Bidder should have installed capacity to manufacture personalized cards on PVC core /sheet with all security features of not less than 10,000 per day for every 1 crore electors in the Electoral Roll of the cumulative States/UTs for which the bidder takes orders	per day capacity of supply of personalised PVC cards		
5	Financial Turnover Annual turnover of the Bidder during the preceding 3 financial years should be at least INR 3crores from the business of printing PVC cards with security features for Government, PSU, Banks, FIs, etc. in India and / or abroad.	Audited Balance Sheet of last 3 years Chartered Accountant certificate with registration number and seal		
6	Financial Net Worth as on 31.03.21 should be positive	Chartered Accountant certificate with registration number/ seal		
7	Mandatory undertaking	Bidder should		
		• not be insolvent, bankrupt etc.		
		• not have their directors being convicted of any criminal offence		
		• not have any conflict of interest in the procurement comply with the code of integrity		
		• not have been blacklisted by any Government Agency		
		• not sublet the contract.		
		• have submitted only one bid (a self-certified letter as per Self declaration		
		• Not have any political affiliation with		

		any political party		
8	Bidder should have the facility and experience of printing with variable data and Hologram Hot stamping	Self-certification duly signed by authorized signatory. However the same shall be inspected by CEO's office before final selection.		
9	GST registration and clearance Bidder should have GST where his business is located. Should have TIN (income tax) /PAN number	Copies of GST registration, last GST return filed, TIN registration and PAN.		
10	Should have filed income tax returns for the three financial years (2018-2019, 2019-2020 & 2020-2021)	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e. (2018-2019, 2019-2020 & 2020- 2021)		
11	The bidder must have successfully completed PVC card with security features printing projects within India during the last 5 years awarded by Government / PSU / banks	copy of work orders or certificate of work completed with a date		
12	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the ECIor the Ministry of Electronics & IT or the entire Central Government or State/UT Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the whole- time Company Secretary or Statutory Auditors of the bidder.		

Note:- Above mentioned are Minimum Pre-qualification criteria, without which the firm will be disqualified However, for selection in the financial bid stage, Marks will be allotted, and merit will be decided as per the technical evaluation sheet given.

2) TECHNICAL EVALUATION

Table - 2

Technical evaluation sheet

S. No.	Criteria	Max. Marks	Marks Obtained	Documents submitted
1	**Capability and Profile**	**35**		
1.1	**Infrastructure Quality**	**15**		
	1. Space available, free & utilized (Minimum free space required should be commensurate to store 10 days production capacity.)	8		
	2. Space connectivity (by road, rail and air)	3		
	3. Physical security etc a. Round the clock security provision. b. CCTV surveillance Cameras at all strategic locations (both inside and outside the premise) with 30 days recording facilities. c. Entry only through biometric/Card punching system.	4		
1.2	**Quality of Machines (How to meet the required output per day with a working sheet)**	**10**		
	(i) Automation,	2		
	(ii) Computerization	2		
	(iii) Production in volumes	4		
	(iv) Integration of processes	2		
1.3	**Quality/experience of Technical personnel (preferably more than three years of experience)**	**10**		
	(i) Project Manager	3		
	(ii) IT Team	4		
	(iii) Operation Team	3		
2	**Past experience of the Firm (Turnover)**	**50**		
2.1	**Average Annual Turnover** from the **Printing operations (including PVC cards) within India** only, during the previous **three** financial years **(2018-2019,2019-2020 and 2020-2021)**:	**10**		
	(i) up to INR 10 crores	5		
	(ii) > INR 10 Crore	10		
2.2	Value of **completed PVC card printing projects** within India during the last **Four** years awarded by Government/PSUs/Banks **as on 31.03.2021**:	**15**		
	(i) More than 3 crores, less than 4 crores	10		
	(ii) More than 4 crores	15		

2.3	**Experience in years (PVC Card Printing)**	**10**		
	5 or more than 5 years, but less than 10 years	5		
	More than 10 years	10		
2.4	**Installed capacity of printing Colour PVC EPICs**	**15**		
	20,000 -1 lakh per day	**10**		
	More than 1lakh per day	**15**		
3	**Presentation for Proposed Methodology**	**15**		
3.1	Printing, Hot Stamping, Assembling and Dispatch Solution, Quality of proposed MIS	7		
3.2	Brief profile of the firm	**2**		
3.3	Physical and Data Security	3		
3.4	Innovation and features beyond proposed requirements	3		
		100		

- Bidder should submit 10 Sample PVC cards, as per RFP technical specification and ISO standards. The election department reserves the right to get it checked from Government testing labs. Any deviations from specifications may result in disqualification.
- A team of department officials may conduct inspection on the directions of the Chief Electoral Officers to check security arrangements, infrastructure, machines and equipment, personnel as per the bid document Any deviations may result in immediate disqualification

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the Company Secretary/authorized signatory of the Bidder. In the documents submitted in pursuance of eligibility criteria, relevant portions should be highlighted.

Important:

Method of marking and documents required

1. **For infrastructure quality** documents related to the area, address, security features duly signed by the authority should be annexed.

1.1 Quality of machines documents related to make, model number, year of the machine should be annexed.

1.2 Quality/experience of technical personnel.

Documents related to qualification and years of experience of staff should be annexed.

2. Turnover audit reports to be annexed. Maximum 10 marks for turnover for more than or equal to INR 10 crores.

3. Presentation Bidder must submit the presentation with photographs, videos (if required) detailing the facilities (in-line with the bid requirements) of the proposed location(s) and other criteria with the online bid. The presentation can be submitted in hard copy also.

4. All documents in support of the claims made under clause 2 (2.1, 2.2, 2.3 and 2.4) will be certified to the effect that these figures pertain to PVC card printing by statutory auditor or Company Secretary of the bidders firm.

5. If the bidders criteria under "Past experience of the firm (Turnover)" (clauses 2.2, 2.3 and 2.4) is less than the minimum, then his corresponding marks will be Zero.

3) SELECTION PROCESS

1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in the following parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee/DPC of the Elections department to determine whether the documents have been properly signed, all relevant papers submitted, and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in Table-1 of Section-2, will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**

a. The bid will be evaluated based on the weightings and parameters detailed in Table-2 of Section-2. Based on the "Evaluation Parameters'" point shall be awarded and Total Technical Score (TS) computed for each bid.

b. In order to qualify as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 75 marks. Only TQBs with a minimum of 75 marks will be considered for financial Evaluation.

2. SELECTION OF FIRMS:

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare the first list of L1, L2 etc.

2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**".
3. In case of a tie between 2 bidders at the L1 level (Discovered Rate) after the opening of the financial bid, the bidder with Higher Technical Score will be treated as L1 (Discovered Rate) and the other as L2. The remaining qualifying bidders will be treated as L3 and so forth.
4. If only one bidder qualifies after the technical evaluation, then the Elections Department will have the right to select the single qualified bidder or cancel the RFP. If the Election department decides to continue with a single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
5. The Election department reserves the right to call for a second bid process to select a total of two firms for the execution of the project.

Bidder needs to provide their financial bid as per the format provided in the RFP. The financial evaluation shall be conducted based on the unit rate quoted by the respective bidders.

Section-III

INSTRUCTION TO BIDDERS (ITB)

1) **Sale of Bidding/ Tender Documents**

a) The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped two day prior to Bid's opening on https://www.pudutenders.gov.in. The complete bidding document shall also be placed on the UT Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the Elections Department through the e-Proc method.

2) **Bid Prices**

a) The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in the bid document.

b) Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

c) All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges except GST, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately. No cartage or transportation charges will be paid by District Election Officer concerned, and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises as mentioned in the bid.

3) **Pre-bid Meeting/ Clarifications**

a) Pre-Bid query submission, redressal etc., management shall not be done through the e-Proc website. The responses to the queries would be available on e-Proc website on the date mentioned in the bid document.

b) Any prospective bidders may, in writing, seek clarifications from the Elections Department in respect of the bidding documents shall also be emailed to the CEO official mail ceo_puducherry@eci.gov.in and not to be uploaded on the e-Proc website. In case if the soft copy of the dully filled in Pre- Bid query format is uploaded on the e-Proc website, then it would not be entertained and processed.

c) The Elections Department also schedules a pre-bid conference as per the details mentioned in the NIB. To clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders where applicable, shall be published on the respective websites.

d) Prospective bidders may attend Pre-bid meeting. The Elections Department may clarify doubts of only to potential bidders in respect of the project, which are given in writing in the prescribed format received within the time frame given in the bid document and a softcopy to the email address given herein. Beyond prescribed time, no Pre Bid Query shall be entertained.

e) The period within which the bidders may seek clarifications under (a) above and the period within which the Elections Department shall respond to such requests for clarifications shall be as under: -

i. Last date of submitting clarifications requests by the bidder: as per bid document

ii. Response to clarifications by procuring entity: as per bid document

iii. The finalized minutes and responses, if any, shall be provided through departmental website/email promptly to all bidders to which the Elections Department provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall also be published on the other websites as mentioned in Notice Inviting Bid.

4) **Changes in the Bidding Document**

a) At any time, prior to the deadline for submission of Bids, the Elections Department may, for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Elections Department shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case a clarification or modification is issued to the bidding document, the Elections Department may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

5) **Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the Notice Inviting Bid/ bidding document specified. The Elections Department shall reject a Bid valid for a shorter period as a non- responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request, and such refusal shall be treated as a withdrawal of Bid, and in such circumstances, Earnest Money Deposit(EMD) shall not be forfeited.

6) **Submission of Bid**

The bid is for "Short listing of print service providers for printing and personalising PVC electors photo identity cards".

a) All prospective bidders are advised to carefully go through the bid document provided on the various websites as mentioned in the bid document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the UT e-Procurement Portal, https://www.pudutenders.gov.in

b) The bidders are required to digitally sign each page of the bid as a token of acceptance of a bid by the authorised signatory, failing which the bid may liable to be non responsive and rejected. The signed bid shall be uploaded using Digital Signature Certificate to the website https://www.pudutenders.gov.in

c) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their necessary associated documents properly signed etc. should be duly filled in and uploaded.

d) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document.

e) While submitting the complete Bid Document as mentioned above instruments, for Bid document fee amount and Earnest Money Deposit (EMD) amount should be submitted online to the Chief Electoral Officer Office, Puducherry on or before last date and time for submitting bid online, failing which the bid may be liable to be nonresponsive and rejected.

f) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.

g) While uploading/submitting Technical Bid, the bidder should physically submit 10 nos. of sample of Personalized PVC EPICs conforming to technical specifications as mentioned in

the bid document/ECI guidelines in a sealed envelope. All the samples shall be suitably numbered, e.g. 1/10, 2/10 ... 10/10 so on along with marking of bidder's name (in short) & have authorised sign (bidder's name) in such a way that while they are sent for testing by Elections Department, the bidder's annotations may not create any hurdle or problem on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected. Since bidders belong to the category as mentioned in the Eligibility Criteria in the beginning of this Bid, therefore, with the technical bid, the bidder shall submit its own declaration in favour of Elections Department for submitting samples with the bid as well as supply of Personalized PVC EPICs, are strictly conforming to ECI standards/norms/guidelines and as specified in bid document, otherwise those bids would be rejected outrightly.

h) The Elections Department shall get the samples supplied separately by the bidder, tested. If the result of testing any one of the sample(s) attached does not conform to the specifications mentioned in the bid and ECI standards/Guidelines, then the corresponding bid shall be rejected. Therefore, bidders must be careful while submitting sample of Personalized PVC EPICs with the bid.

i) Bidders shall submit their Bids through electronic method, i.e. through https://www.pudutenders.gov.in on or before the date mentioned in the bid document. However, to ensure more clarity, bidders are also expected to send the physical complete and signed copy of the entire bidding document except financial bid to the Office of the CEO, Puducherry immediately after uploading the bid document on https://pudutenders.gov.in website. In any case the physical copy should reach before the bid opening. If the physical copy is not delivered, bid processing will take place solely based on electronic bid document uploaded on https://pudutenders.gov.in Bidders should ensure that there is no anomaly between the electronic and physical bid document. Physical copy will be referred to only if there is no clarity in the electronic document. Discretion in this regard will be completely that of the Chief Electoral Officer.

j) The Elections Department is not responsible for non-submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid the last-minute submission of bid. In case of non-submission of the bid electronically, the bid will be considered non-responsive and liable for rejection, even though physical copies are submitted.

7) Opening of Bids

a) The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in

the presence of the Bidders or their authorised representatives who choose to be present.

b) Only Technical bids will be opened first and as per pre-qualification criteria, technical bids of firms meeting Prequalification criteria will be evaluated and marks will be allotted as per the Technical evaluation criteria given. Elections Department will evaluate Technical Bid(s) as per criteria set-forth in this Bid Document or General Financial Rules, 2017.

c) The Financial Bids will remain unopened until the technical bid evaluation is done. The Elections Department will intimate the date/time of the opening of Financial Bids.

d) In financial evaluation, technical bids qualified will be evaluated, and final selection will be done based on the lowest rate received, irrespective of the marks obtained in the technical evaluation

e) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

f) As electronic Bidding is adopted, specific electronic Bid opening procedure as specified on the UT e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.

g) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

- bid is as per pre-qualification criteria
- bid is accompanied by bidding document fee, Earnest Money Deposit(EMD) or bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
- bid is valid for the period specified in the bidding document;
- bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document, are fulfilled.
- any other information which the committee may consider appropriate through e-Proc method.

h) The Financial Bid shall be kept unopened and shall be opened later on and the date and time intimated to the bidders who qualify in the evaluation of the technical bid.

8) Documents comprising the Bid, Bid submission, Formats, Price Schedules and Signing of Bids

a) The Elections Department shall not consider any bid or its related documents, material, original instrument(s) etc., that arrives after the deadline for submission of bid; such bid shall be declared late, rejected, and returned unopened to the bidder. **The offline bid shall not be entertained.**

b) All the documents should be digitally signed by the authorized signatory of the bidder, as defined in the bid as the case may be.

c) The Bid shall be prepared according to the procedure mentioned on the website https://www.pudutenders.gov.in.

d) The Technical Bid shall contain the following:

i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms, pre qualification criteria documents, documents required for technical evaluation and other Declarations related to Technical Bid and Code of Integrity given as specified in annexure/appendix/bid forms in the Bid Document (Note: If the prescribed formats provided in the Bid Document only, are not duly filled in as per the requirement of Bid Document, the bid shall be treated as non-responsive bid and lead to rejection);
ii. proof of payment of the price of Bidding Document, Earnest Money Deposit (EMD), in accordance with Bid Document;
iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
iv. documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
v. samples conforming to the ECI standards/guidelines and as required in the Bid Document;
vi. any other document required in the Bid Data Sheet; and
vii. others considered necessary otherwise to strengthen the Bid submitted.

e) The Financial Bid shall contain the following:

i. Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
ii. Any other document required in the Bid Data Sheet.

f) CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-1 of Section - II Bid document fee and Earnest Money Deposit.	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per Table-2 of Section - II + copy of the presentation	
3.	Financial Bid	Financial bid filled out in the formats as specified in Annexure- 9 with annexure-8 and Financial Bid submission sheet.	

9) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Elections Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Elections Department shall be written only in the English Language. Supporting documents and printed literature that are part of the Bid may also be in English.

10) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

11) Earnest Money Deposit(EMD)

An EMD (Earnest Money Deposit) amount as specified in the Tender Schedule should be paid online through the e-Tender portal https://pudutenders.gov.in

Read **Annexure – 16 – Instructions for online bid submission for further clarification.**

a) The EMD amount of the Successful Bidder can be converted as part of the Performance Security Deposit for successful execution of the contract and will be returned only after the successful fulfillment of the Contract.

b) The EMD of the unsuccessful bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by Elections Department, Puducherry till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c) EMD of a bidder lying with the Elections Department in respect of other bids awaiting decision shall not be adjusted towards EMD for the fresh bids. However, the EMD originally deposited may be taken into consideration in case if bids are re-invited.

d) The issuer of the EMD and the confirmer, if any, of the EMD, as well as the form and

terms of the EMD, must be acceptable to the Elections Department.

e) Prior to presenting a submission, a bidder may request the Elections Department to confirm the acceptability of the proposed issuer of EMD or of a proposed confirmer, if required. The Elections Department shall respond promptly to such a request.

f) The EMD taken from a bidder shall be forfeited in the following cases, namely: -

   i. when the bidder withdraws or modifies its bid after the opening of bids;
   ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   iv. when the bidder does not deposit the performance security within the specified period after the supply/ work order is placed; and
   v. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the bidding document or as per the state rules, the CEO reserves the right to terminate the contract.
   vi. If the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].

g) Notice will be given to the bidder with a reasonable time before the EMD deposit is forfeited.

h) No interest shall be payable on the EMD.

i) In the case of the successful short-listed bidders, the amount of EMD may be adjusted in arriving at the amount of the Performance Security or refunded if the successful short-listed bidders furnish the full amount of performance security.

j) The Elections Department shall return the Earnest Money Deposit EMD after the earliest of the following events, namely:-

   a. the expiry of the validity of EMD;
   b. the execution of agreement for procurement and performance security is furnished by the successful shortlisted bidders;
   c. the cancellation of the procurement process.

12) Deadline for the submission of Bids

a) Bids shall be submitted on the https://pudutenders.gov.in website up to the time and date specified in the Notice Inviting Bid or an extension issued thereof, if any.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the

time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity.

c) If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

Late Bids: The Elections Department shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

13) Lack of Competition :

In case of a situation of lack of competition arises, the provision given in General Financial Rules,2017 will be followed.

14) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the Bid Evaluation Committee/Departmental Procurement Committee may, at its discretion, ask any Bidder for clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the website/email.

b) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

15) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

(i) The Bid Evaluation Committee/Departmental Procurement Committee shall determine the responsiveness of a Bid on the basis of the bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

(ii) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission (as per General Financial Rules 2017).

b) Tabulation of Technical Bids

Technical Bids shall be tabulated by a Committee (Bid Evaluation Committee/Departmental Procurement Committee) constituted on behalf of Elections Department, Puducherry in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

16) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the Elections Department shall take the following actions for evaluation of financial Bids:-

a) The financial Bids of the bidders who qualified in bid examination shall be opened at the

notified time, date and place by the Bid Evaluation Committee/Departmental Procurement Committee in the presence of the bidders or their representatives who choose to be present;

b) the process of opening of the financial Bids shall be similar to that of technical Bids.

c) conditional Bids are liable to be rejected;

d) the examination shall include all costs and all taxes and duties applicable to the bidder as per the law of the Central/ State Government/ Local Authorities

17) Correction of Arithmetic Errors in Financial Bids

The Bid Evaluation Committee/Departmental Procurement Committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:-

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the Bid Evaluation Committee/Departmental Procurement Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) In case of the discrepancy between the quoted price in numbers and the amount in words, the amount in words will prevail.

18) **Price/purchase preference in evaluation**

1. The bidder shall quote "Cost per unit EPIC Card with hot stamping of Hologram and all other applicable charges incidental to the service" as per the Scope of Work given. However, the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.
2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
3. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

19) **Negotiations**

a) Except in case of procurement by the method of single-source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

20) **Elections Department Right to accept any bid and to reject any or all bids**

The Elections Department reserves the right to accept or reject any bid and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning

any reasons thereof and without thereby incurring any liability to the Bidders.

21) **Information and publication of award**

Information of award of contract shall be published on the UT Public Procurement Portal i.e. https://www.pudutenders.gov.in.

22) **Execution of agreement**

In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the Letter of Agreement or Letter of Interest is dispatched to the Bidder. Letter of Acceptance (LOA) or Letter of Interest (LOI) shall constitute a binding contract until a formal contract is executed.

23) **Cancellation of the procurement process**

a) If any procurement process has been cancelled, it shall not be reopened, but it shall not prevent the Elections Department from initiating a new procurement process for the same subject matter of procurement if required.

b) For reasons to be recorded in writing, Elections Department may cancel the process of procurement initiated by it.

24) **Right to vary the quantity**

The Chief Electoral Officer has the right to vary the quantity as per the provisions of the General Financial Rules, 2017 and necessity.

25) **Performance Security**

a) All the successful short-listed bidders have to execute the agreement and furnish performance security.

b) Prior to the execution of agreement, Performance Security shall be solicited from the successful short-listed bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or Managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The UT Government may relax the provision of Performance Security in a particular procurement.

c) The amount of performance security shall be ₹1,50,000/- (5% of expected procurement value for 3 years i.e. ₹30,00,000/-(approx.), as per Rule 171 of GFR, 2017.

d) The performance security shall be furnished in any one of the following forms:-

i. Bank Draft or Banker's Cheque of a scheduled bank;

ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Puducherry, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of Elections Department with the approval of Head Post Master;

Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of the Chief Electoral Officer on account of bidder and discharged by the bidder in advance. The Elections Department shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the Elections Department without the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

e) Performance security furnished in the form specified in clause [d] mentioned just above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

f) Failure of the successful short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

g) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-

i. when the Bidder short-listed does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or

ii. when the Bidder short-listed fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or

iii. when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or

iv. When any terms and conditions of the contract is breached; or

v. Failure by the Bidder short-listed to pay the Elections Department any established dues under any other contract; or

vi. if the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in this Bidding Document.

h) Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of Elections Department in this regard shall be final and abided by the bidder.

i) No interest shall be payable on the Performance Security deposited by the bidders short-listed.

26) **Confidentiality:**

The Bidder should understand the IPR of the EPIC data given for personalization by the Bidder lies with Elections Department and the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled. The bidder is expected to read and comply with the provisions contained in the Non-Disclosure agreement executed between the Elections Department, Puducherry and the Bidder as enclosed in Annexure 13 of this Bid Document.

27) **Code of Integrity for Bidders**

In the event of any breach or default or offence committed by the Bidder under this Bid Document, CEO/DEO shall be entitled to take appropriate legal action against the Bidder, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, CEO/DEO further reserve its right to take any other appropriate action, in law or otherwise, against the Bidder, as it deems fit and necessary. The Bidder should agree that nothing in this Bid document constitutes a waiver by CEO/DEO of the right to prosecute the Bidder for any statutory violation. Refer the non disclosure agreement enclosed in Annexure 13 of this Bid Document.

28) **Conflict of interest:**

In case if there arise any conflict of interest between the two parties, judicial remedy may be sought in the Hon'ble High Court of Madras, Chennai.

29) **Interference with Procurement Process**

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful short-listed bidders;

c) fails to enter into procurement contract after being declared the successful short-listed bidders ;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful short-listed bidders, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of procurement, whichever is less.

30) **Grievance handling procedures during procurement process (Appeals)**

As per the provisions of General Financial Rules, 2017.

31) **Offences by Firms/ Companies**

As per the provisions of General Financial Rules, 2017.

32) **Debarment from Bidding**

a) A bidder shall be debarred by the UT Government if he has been convicted of an offence

(i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

(ii) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any Elections Department for a period not exceeding three years commencing from the date on which he was debarred.

c) If Elections Department finds that a bidder has breached the code of integrity prescribed in terms of the "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

d) Where the entire Earnest Money Deposit or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a Elections Department in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Elections Department for a period not exceeding three years.

e) The Elections Department shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

33) Sample/ Sample Test checking (Supply):

(i) FOR SUMMARY REVISION:-

The concerning District Election Officer acting as Procurement Entity will take out 5 sample cards out of 10000 Personalized PVC EPICs on a random basis from the supplied lot of Summary Revision of Electoral Rolls of concerned year and get them tested/checked from Government lab or Government Approved Lab or Private Lab accredited by the NATIONAL ACCREDITATION BOARD FOR TESTING AND CALIBRATION LABORATORIES (NABL). The charges towards the testing of sample cards shall be borne by the concerned DEO. In case the test report of sample card(s) failed for the supplied lot of Personalized PVC EPICs, the lot shall be entirely resupplied on the cost of the bidder to the destination. This means that the lot supplied should be

100% error-free, then only processing of payment shall be started.

(ii) FOR CONTINUOUS UPDATION:-
DEO acting as PE will take 5 cards for random checking from each lot of 1000 cards

(iii) Elections Department can, at its discretion, will randomly select any district of the UT in each quarter to get done random testing of PVC EPIC cards. This random checking will be done at Headquarter level.

1. Sample testing:

a) The PSP may have an in-house CQM (Card Quality Manufacturing) testing labs as per ISO standards or may go for government lab testing. Print Service Provider shall undertake testing of 1 sample per 10,000 PVC cards printed for the following parameters/test as per ISO standards and keep the testing reports for inspection of Elections department

b) Elections Department reserves the right to get the random sample of the cards tested on its own by CIPET or ask PSP to get the samples selected by the Election Department tested by CIPET. No extra cost shall be provided to PSP for such testing. The PSP shall submit the test report to Election Department on a quarterly basis .

c) In failure in sample testing conducted by CIPET (or other Government Authorised labs/ testing agencies), there shall be a penalty for each non-compliance. The penalty shall be assessed and levied on each instance of non-compliance of the mentioned tests on quarterly basis at the rate of 0.1% of the cost of the card (excluding taxes) for the total number of cards in the quarter from which the sample has been picked. The PSP shall rectify the anomaly within 10 days of intimation by CIPET and get the same tested again for compliance.

2. Monitoring :

Regular monitoring will be done by the Elections department at the HQ level.

Section-IV

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

j) "Sub contractor" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of

the successful / selected bidder under the contract.

k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract, refer the same to the Elections Department and get clarifications.

1. **Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2. **Interpretation**

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in

writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. **Language**

a) The Contract, as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only.

4. **Scope of Supply or Schedule**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) The successful short-listed bidders have to supply goods within the period as mentioned in the Bid Data Sheet.

5. **Delivery & Installation (whichever is applicable)**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the Chief Electoral Officer, Puducherry, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

6. **Supplier's/ Selected Bidder's Responsibilities**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of the bidding document and/ or contract.

7. **Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid.

8. **Recoveries from Supplier/ Selected Bidder**

a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.

b) The amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with the amount of liquidated damages shall be recovered from his dues and security deposit available with the department.

c) In case recovery is not possible, recourse will be taken under Puducherry Revenue Recovery Act or any other law in force.

9. **Taxes & Duties**

a) The prevailing taxes, charges etc., if applicable, shall be deducted at source by Elections Department as per prevailing rates.

b) The successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country for goods supplied from outside India.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the contracted goods are delivered to the Purchaser.

d) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.

10. **Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder (herein shall remain vested in the Supplier/ Selected Bidder), or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

11. **Confidential Information**

a) The Elections Department and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Elections Department shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Elections Departmentfor any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

c) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

d) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

12. **Packing and Documents**

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any other instructions ordered by the Purchaser.

c) The goods will be delivered at the FOR destination,

Puducherry region	O/o District Election Officer, Puducherry
Karaikal region	O/o District Election Officer, Karaikal
Mahe region	O/o Regional Administrator, Mahe
Yanam region	O/o Regional Administrator, Yanam

13. **Delivery period & Extent of Quantity**

a) The time specified for delivery shall be deemed to be the essence of the contract, and the successful short-listed bidders shall arrange supplies within the period on receipt of the firm order from the District Election Officer concerned.

b) The selected bidder shall arrange supplies within the stipulated time period.

14) **Payment Terms and Schedule:**

a) 100% Payment shall be made as per details mentioned below by the Chief Electoral Officer Office within a month's time after receipt of the delivery acknowledgements and positive testing report by the respective District Election Officers within a week after the date of delivery. If the District Election Officer fails to acknowledge the receipt of the EPICs within the stipulated time, all the consequences shall be of the District Election Officer concerned in person. Submission of an invoice by the successful short-listed bidder in triplicate for payment: -

- On complete delivery of Colour Personalized PVC cards as mentioned in Notice Inviting Bid at the stores of DEO;
- After acceptance of the positive testing report by District Election Officer concerned for every supply order placed;
- After deducting all types of penalties, due to any reason mentioned in the bid, if any.

b) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

c) All remittance charges will be borne by the supplier/ selected bidder.

d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by the Chief Electoral Officer, Puducherry.

e) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by the Chief Electoral Officer, Puducherry.

f) Taxes, as applicable, will be deducted as per the prevalent rules and regulations by the Chief Electoral Officer, Puducherry.

g) Payment shall be made to the successful short-listed bidders by the Chief Electoral Officer, Puducherry after all necessary formality as per rules have been fulfilled.

15) **PENALTIES:**

I. Risk and Cost:

In case the contractor does not commence the work as required by District Election Officer within the stipulated period, the work can be allotted to other short-listed bidders at the risk and cost (in case of difference in the cost of supply) of the contractor firm, and Liquidated Damage clause shall be attracted to the short-listed bidder who was placed the order & could not commence the work.

II. Liquidated Damages (LD):

In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of the value of Stores with the bidder has failed to supply/ install/ complete:-

- delay up to one-fourth period of the prescribed delivery period: 2.5%
- delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- delay exceeding three fourth of the prescribed period: 10%

a) Fraction of a day in the reckoning period of delay in supplies shall be eliminated if it is less than half a day.

b) The maximum amount of liquidated damages shall be 10% of the contract value.

c) If the supplier requires an extension of time in completion of contractual supply on account of the occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on the occurrence of the hindrance but not after the stipulated date of completion of supply.

d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

Note: The supply of Personalized PVC EPICs to the correct District Election Officer (Electoral Returning Officer wise) from the incorrect DEO (in case of the Personalized PVC EPICs wrongly supplied to incorrect District Election Officer) shall also be counted as delay in supply and added to the delayed period of supply, according to which the Liquidate Damage clause shall be applicable.

16) **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the

contract, the matter shall be referred to "Chief Electoral Officer, Puducherry" & whose decision shall be final and abided by all stakeholders.

17) **Legal Proceedings:** All legal proceedings, if necessity arises shall be under the jurisdiction of High Court of Madras and not elsewhere by any of the parties.

18) **Force Majeure**

a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Elections Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Purchaser in writing of such conditions and cause thereof within 15 days of the occurrence of such event. Unless otherwise directed by the purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.

19) **Termination**

a) Termination for Default

1. The Chief Electoral Officer, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i. if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Elections Department pursuant to the clause mentioned in the bid document; or

ii. if the Supplier fails to perform any other obligation under the Contract.

iii. if the Supplier, in the judgment of the Elections Department, has breached any provision of the Code of Integrity, as defined in the Act (of the state), the Rules and Code of Integrity, in competing for or in executing the Contract.

2. In the event the Elections Department terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Elections Department may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Elections Department for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

b) Termination of insolvency

The Elections Department may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Elections Department.

c) Termination of Convenience

i. The Elections Department, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Elections Departmentconvenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

ii. The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the DEO concerned at the Contract terms and prices.

Section-V

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS (APPEALS)

As per the provisions of the General Financial Rules,2017.

Section-VI-(A)

TECHNICAL BIDDING FORM NO.-1

Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

To,

The Chief Electoral officer,
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry – 605010

We, the undersigned, declare that:

(a) We have examined and have no reservations about the Bidding Document.

(b) We declare that we fulfill eligibility criteria as per the technical evaluation sheet and Pre-qualification criteria in conformity with The Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in the bidding document for Supply of Personalized PVC EPICs as per Notice Inviting Bid.

(c) Our Bid shall be valid for a period as mentioned in the Bid Data Sheet from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to provide a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;

(e) We are not participating, as Bidder in more than one Bid for the supply of the subject Goods/Matter in this bidding process in the Bidding Document;

(f) Our firm for any part of the Contract has not been debarred by the State Government or the Elections Department or regulatory authority under any applicable law;

(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(i) We agree to permit the Government of Puducherry or the Elections Department or District Election Officers or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by

auditors appointed by them;

(j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the General Financial Rules, 2017 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(k) We hereby agree in principle to be short-listed after mutual agreement.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

TECHNICAL BIDDING FORM NO.-2:

Manufacturer and Security Printer Certificate

(To be given on the letterhead of the Manufacturer)

Date: _____

NIB No.: _____

To,

The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

WHEREAS

We, who are "manufacturer and security printer" of PVC cards with security features and personalization process in our in-house factory(ies) situated at _____ (address) and also hereby declare that the above PVC EPIC Cards, including personalization to be supplied, shall be conforming to ECI standards, specification of the bid, and other guidelines.

We also know that if our sample(s) submitted with the bid when tested does/do not conforming to ECI standards/guidelines/norms as mentioned in the bid document (as the case may be), our bid may be liable to be rejected.

Name: _____

In the capacity of: _____

Signed: _____

Manufacturer' seal: _____

Tel: _____ Fax: _____ e-mail: _____

ANNEXURE-1:

PRE-BID QUERIES' FORMAT{to be filled by the bidder}

Name of the Company/Firm:……..

Name of Person	Designation	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Correspondence Address	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	Existing Clause Details	Query/Suggestion/ Clarification sought
1.				
2.				
3.				
4.				

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/.DOC/ .DOCX) in virus-free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.

2. Prospective bidder may, in writing, seek clarifications from the Elections Department in respect of the bidding document. Such clarifications / queries shall be emailed to ceo_puducherry@eci.gov.inand not to be uploaded on the e-Proc website. **In case the soft copy of the duly filled in Pre-Bid query format is uploaded on the e-Proc website, then it would not be entertained and processed**.

3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to ceo_Puducherry@eci.gov.in with a subject line of "**PBQ for Short-listing for Personalized PVC EPICs**".

ANNEXURE-2

BIDDER'S AUTHORIZATION CERTIFICATE
{to be filled by the bidder}

(To be given on the letterhead of the Manufacturer)

To,
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

Ref:NIB No.....date:

WHEREAS,

We, who are "manufacturers and security printer" of having factory(ies) at……..do hereby authorise (Name) ……(Contact Numbers) Mobile…….. Fax…….. Email……..to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract:

"Short-listing of Print Service Provider for supply of Personalized PVC EPICs with security features"

We hereby extend our full guarantee/warranty in accordance with Clauses given in bid document/conditions of contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: - (Includes complete address)

Date: --------

Place: -------

Verified Signature:

Name:

Position:

ANNEXURE-3

SELF-DECLARATION (Declaration by Bidder regarding Qualifications)
{to be filled by the bidder}

To,
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

Declaration by Successful Bidder

In relation to my/our bid submitted for "Supply of Personalized PVC EPIC cards with security features" conforming to specifications in Bid & ECI standards in response to the NIB Ref. No. _____dated _____ as an Owner/ Partner/ Director/ Auth. Signatory of, I/ We hereby declare that: -

a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

e) We do not have a conflict of interest as specified in the General Financial Rules, 2017 and this bidding document which materially affects the fair competition.

f) We are having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

g) We do not have any previous transgressions with any entity in India or any other country during the last three years

h) We do not have any debarment or black-listed by any other procuring entity

j) We have complied and shall continue to comply with the Code of Integrity as specified

in the General Financial Rules, 2017 and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

k) We agree to extend the validity of the bid submitted on the communication of the Elections Department.

l) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from the website(s) as mentioned in the bid; otherwise, we know that our bid shall be cancelled and rejected if the submitted bid has a deviation of word/line/ para/text from the original bid.

m) We agree to submit appropriate Performance Security within the time period specified in the bidding document; otherwise, we know that Elections Department has full rights to reject our bid and also agree to extend the bid validity period, if any, and extend the contract period unconditionally.

n) We have submitted only one bid.

o) We give our in-principle consent to be short-listed subject to mutual agreement.

p) During the contract period, we will collect only those EPIC data of electors by some mutually agreed mechanism (CEO/DEO and us) which are required to personalize the PVC EPICs otherwise immediately for extra data/incomplete data will bring this into the knowledge of CEO/DEOs to rectify.

q) After personalization at our manufacturing site, we shall return the personalized PVC EPIC as mentioned in the NIB, along with data to the concerned DEO and get a receipt.

r) We understand the IPR of the EPIC data given for personalization by us lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

s) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Govt. of Puducherry, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Bidding Organization: - Date:…….. Place:……

ANNEXURE-4

CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

The Chief Electoral officer,
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

CERTIFICATE

1. This is to certify that, the specifications of "Personalized PVC EPICs with security features" which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the commodity mentioned in the bidding document and that there are no deviations of any kind from the required specifications.
2. Also, I/ we have thoroughly read the bidding document Financial Rules and Guidelines of the UT of Puducherry issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Supply of Personalized PVC EPICs with security features", as mentioned in the NIB, to meet the desired Standards set out in the bidding Document/ECI.
4. I/We are "PVC Card Manufacture and Security Printer" and declare that Personalized PVC EPICs supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
5. I/We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-5

BILL OF MATERIAL (BOM)

S. NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY TO BE SUPPLIED DURING THE CONTRACT PERIOD	BIDDERS ACCEPTANCE OF SUPPLY AS PER T&C MENTIONED IN THE BID DOCUMENT (YES/NO)
1	SHORTLISTING OF SUPPLIERS 1 No. FOR SUPPLY OF PERSONALIZED PVC ELECTORS' PHOTO IDENTITY CARDS (EPICS) with security features CONFORMING TO ECI GUIDELINES & COMPLIANCE TO THE BID.	1 LAKH PERSONALIZED PVC EPICS PER YEAR (Approx)	

ANNEXURE-6

BID SECURING DECLARATION
Form of Bid Securing Declaration

Date: **[insert date (as day, month and year)]**

Bid No.: **[insert number of bidding process]**

To,
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with you, for the duration of contract starting on …….**[insert date],** if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

a. withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or

b. having been notified during the period of bid validity specified in the BDS about the acceptance of our Bid by you,

i. fail or refuse to execute the Contract Agreement within the time period specified in the BDS,

ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders(hereinafter "the ITB") within the time period specified in the BDS,

c. not accept the correction of arithmetical errors in accordance with the ITB; or
d. breach a provision of the Code of Integrity specified in the UT Act and Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful short-listed bidders, upon the earlier of (i) our receipt of your notification to us of the name of the successful short-listed bidders; or (ii) thirty days after the expiration of our Bid.

Signed: ……**[insert signature of person whose name and capacity are shown]**

Name:……..**insert complete name of person signing the Bid-Securing Declaration]**

In the capacity of:……**insert legal capacity of person signing the Bid-Securing Declaration]**

Duly authorized to sign the bid for and on behalf of: ……..**[insert complete name and address of the Bidder]**

Dated on____day of____,2022…..**[insert date of signing]**

Corporate Seal _____ [**affix corporate seal of the bidder]**

Note:

Bid Securing Declaration shall only be dully filled in by the Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

ANNEXURE-7

Indicative Sample of PVC EPIC

Sample of Colour Personalized PVC EPIC (Indicative only):

New-PVC-EPIC Sample-2

Front Side

Back Side

NOTE: **(THE ABOVE IMAGES OF PERSONALIZED PVC EPIC IS INDICATIVE ONLY AND NOT TO SCALE). PERSONALIZED EPIC ON PVC CARDS/SHEETS SHOULD BE CONFORMING TO THE ECI GUIDELINES AND AS SPECIFIED IN THE BID DOCUMENT STRICTLY.**

Section-VI-(B)

(Part-B: Financial Bid)

FINANCIAL BIDDING FORM NO. 3

Financial Bid Submission Sheet

Date:

NIB No.:

To,

The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document

(b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in the bid, Schedule of Supply, the Goods and Related Services as specified in bid document:

(c) The total Price for our Bid is: ……

(d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

(e) We give our in-principle consent to be short-listed subject to mutual agreement. We also agree that there would be up to 2 short-listed successful bidders.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

ANNEXURE-8

FINANCIAL BID COVER LETTER FORMAT

{to be submitted by the bidder on his Letter head}

To,
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all costs likely to be incurred for executing this work. The prices are inclusive of all types of govt. taxes/duties as mentioned in the financial bid (BoQ).
2. I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud, and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We give our in principle consent to be short-listed subject to mutually agree. The rate quoted is applicable for all the districts of the UT of Puducherry.
9. I/ We will not sublet the contract if awarded to us.
10. I/ We have not modified, changed etc. any word/line/para/text mentioned in the bid

downloaded from the website(s) as mentioned in the bid; otherwise, we know that our bid shall be cancelled and rejected if the submitted bid has a deviation of word/line/para/text from the original bid.

11. I/ We, during the contract period, will collect only those EPIC data of electors by some mutually agreed mechanism which is required to personalize the PVC EPICs; otherwise, immediately we will bring this into the knowledge of CEO/DEOs for extra data/incomplete data, to rectify.
12. I/ We, after personalisation at our manufacturing site, shall return the personalized EPIC on PVC cards along with data to the concerned DEO and get a receipt.
13. I/ We would be responsible to all the DEOs and other authorities of the concerned area, as per bid terms & condition mentioned herein.
14. We understand the IPR of the EPIC data given for personalization by us lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the sort of supply is materialized/settled.
15. We undertake the accountability of security of data, Holograms being provided by the department, and EPIC cards being printed

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. We have submitted only solution/goods based proposals and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

Date:
Signature of Authorized Signatory:
Name:
Designation:

ANNEXURE-9

FINANCIAL BID (BoQ)

Financial Bid Format (BoQ)

(Short-listing of Manufacturer and Supplier of PVC Personalized Electors Photo Identity Cards(EPIC) with security features conforming to ECI guidelines/ standards and specification in biddocument.)

S. No	Name & Description of Item	Unit	Estimated Qty. Per year.	Unit Cost in INR	Total Cost in INR Before Tax (this includes all levies & other incidental charges, if any)	Applicable Tax as on date (Tax Name & % of Tax)	Applicable Tax in INR on Total Cost	Total Cost in INR (inclusive of all taxes, charges, levies etc.)
1	Printing & Supply of PersonalisedColour PVC Elector's Photo Identity Cards (EPIC) with high security Hologram (hot stamped) supplied by the designated vendor	Per Card	1,00,000 units (Appr.)					
Total								
Total Amount In figures								
Total Amount In words								

Note:

1. **Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the UT e-Procurement Portal https://www.pudutenders.gov.in.**

2. **Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive.**

3. **Bidder should submit their financial bid online only on https://www.pudutenders.gov.in**

4. **1 bidder will be short-listed on the lowest rate.**

ANNEXURE-10

PERFORMANCE SECURITY DECLARATION

Form of Performance Security Declaration

Date: _____ **[insert date (as day, month and year)]**

Contract Name and No.: _____**[insert name and number of Contract]**

To,
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for "**Short-listing of Supplier for Supply of Personalized PVC Electoral Photo Identity Cards (PVC EPICs)**".

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 3 years starting on the date that we receive a notification from you, **the Elections Department, Puducherry** that our Performance Security Declaration is executed**,** if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: …….**[insert signature of person whose name and capacity are shown]**

In the capacity of: ……**[insert legal capacity of person signing the Performance Security Declaration]**

Name: ……**[insert complete name of person signing the Declaration]**

Duly authorized to sign the Contract for and on behalf of: …..**[insert complete name and address of the Bidder]** Dated on…….**[insert date of signing] Corporate Seal.**

Note:

Performance Security Declaration shall only be dully filled in by the Departments of the UT Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

ANNEXURE-11

DRAFT AGREEMENT OF CONTRACT FORMAT

{to be mutually signed by selected bidder and procuring entity}

(This Agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this _____ day of _____ between _____

(hereinafter called "the Security printer and Supplier" here means short-listed printer and supplier), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the onepart and Chief Electoral Officer, Puducherry (hereinafter called "the Procuring Entity") on behalf of the all DEOs (Collectors), all Districts of UT of Puducherry (after execution of this agreement all the DEOs of the UT shall be performing all jobs/grievance redressal/activities etc. for this Bid during contract period), which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Elections Department invited Bids for certain Goods and Related Services, viz.,…… and has accepted a Bid by the Supplierfor the supply of those Goods and Related Services for the sum of …… (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide even no……..dated……and work order no. dated…shallbe deemed to form and be read and construed as part of this Agreement.

3.1 The contract period is for 3years, can be extended to maximum 5 years with mutual consent. (Initially contract will be made for first 3years and renewed for 2 more years upon mutual consent).

3.2 The period of contract may also be reduced or contract can be terminated on the basis of decision of CEO, Puducherry.

4. In consideration of the payments to be made by the Elections Department to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Elections Department to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. ……. and completed by supplier within the period as specified in the bid document.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
B	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%

d	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10%

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages shall be 10%.
iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

6. The General Financial Rules,2017 promulgated, their amendments issued by the UT Government shall also be the part of this contract agreement.
7. We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.
8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
9. The CEO concerned hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed By:	Signed By:
Designation:, Company:	Designation: Election Department, Govt. of Puducherry
In the presence of:	In the presence of:
Designation: Company:	Designation: Election Department, Govt. of Puducherry
Designation: Company:	Designation: Election Department, Govt. of Puducherry

ANNEXURE - 12

FORM OF PERFORMANCE SECURITY BANK GUARANTEE
(To be Stamped in accordance with Stamp Act)

Ref. ..... **Bank Guarantee No.....**

The non-judicial stamp paper should be in the name of issuing Bank

Date .....

To

The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

Dear Sirs,

1. In consideration of the Election Department, Govt. of Puducherry, Chief Electoral Officer Puducherry (hereinafter referred to as the 'bid inviting agency and purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……..with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No …… dated …… and…….the same having been acknowledged by the Supplier, resulting in a Contract, bearing No….. dated….valued….at….for (scope of Contract) and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs…….(in words & figures).

2. We……..(Name & Address of Bank Branch) having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Supplier merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the

guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Bid Inviting Agency/Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and not withstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:

a. Our liability under this guarantee is restricted to ₹……..(in words & figures).
b. This Bank Guarantee will be valid upto……..;and
c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this…….dayof……2022…….at……..

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....

ANNEXURE-13

NON DISCLOSURE AGREEMENT

FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (TO BE SIGNED BY FIRMS/MANPOWER ENGAGED BY USER ORGANISATIONS)

This Confidentially and Non-Disclosure agreement (hereafter referred to as the "Agreement") is made and executed at Puducherry on this -------day -------of 2022 (hereafter referred as the Effective Date)

BY AND BETWEEN

O/o the Chief Electoral Officer acting through his duly authorized representative Deputy Chief Electoral Officer, having its official headquarters at (hereinafter referred to as "ECI/CEO/DEO as applicable") party of the First Part;

AND

M/s ----------, a validly incorporated/organized and registered under laws of WITH ITS [registered/corporate/head office] situated at and acting through its authorized representative **----------**. contracted for the purpose of printing and personalizing PVC EPIC with hot stamping of hologram.

OR

(hereafter referred to as the "Bidder", which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors, legal representatives , administrators, employees, consultants and permitted assigns) party of the Second Part. ECI/CEO/DEO and the Bidder shall hereinafter be individually referred to as "Party" and collectively as "Parties"

Whereas:

1. ECI/CEO/DEO has engaged in Bidder for printing and personalizing PVC EPIC with hot stamping of hologram.

   (N.B: Details of different types of services depending on the tracks)

2. The Bidder had represented to ECI/CEO/DEO that it has the requisite professional and technical skills to provide the Services.

3. The Bidder shall be involved in provision of the Services to ECI/CEO/DEO and shall therefore access to certain information, documents, etc. provided by ECI/CEO/DEO or otherwise. Further, Bidder hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Bidder acknowledges that during the course of provision of Services by the Bidder, there shall be exchange of information, discussions, deliberations, negotiations etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/information from the ECI/CEO/DEO to the Bidder. The Bidder agrees that any information disclosed to the Bidder by ECI/CEO/DEO or acquired by the Bidder during such course will be used exclusively for the knowledge of the Bidder and shall not be divulged to any third party and/or not utilized for any purpose other than for which it was disclosed without the prior written consent of ECI/CEO/DEO utilized for any purpose other than for which it was disclosed without the prior written consent of ECI/CEO/DEO.

5. ECI/CEO/DEO and the Bidder have agreed to enter into and execute this agreement on the terms and conditions set forth herein below. Bidder hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) is prohibited.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

Confidential information

6 "Confidential information" shall mean all confidential and proprietary information of ECI/CEO/DEO which includes but is not limited to:

6.1 all confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/CEO/DEO.

6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI/CEO/DEO.

6.3 all other information and material of ECI/CEO/DEO relating to method of development /deployment, construction, manufacturing ,operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI/CEO/DEO, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts and all documentation therefore and all the components which might form part of confidential information and might be disclosed

6.4 any other confidential and proprietary material and information, disclosed by ECI/CEO/DEO in relation to this agreement whether orally or in writing; provided that with regard to any information shared orally by ECI/CEO/DEO to the Bidder shall be notified to the Bidder in writing as confidential within 7 days of such discussion.

6.5 any other information provided by ECI/CEO/DEO to the Bidder or procured by the Bidder from ECI/CEO/DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential"/"Restricted" etc. or not by ECI/CEO/DEO; or even if the same is unclassified.

7. Unless otherwise specified by ECI/CEO/DEO, following shall not be deemed to be a Confidential information under this Agreement and Bidder shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI/CEO/DEO at the time of receipt of such information; or

7.2 is already known to Bidder prior to the execution of this Agreement as demonstrated by the Bidder; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Bidder apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI/CEO/DEO; or

7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Bidder gives ECI/CEO/DEO prompt notice and assists ECI/CEO/DEO, at ECI/CEO/DEO's expense, in obtaining an applicable protective order.

Non-Disclosure Covenant

8. Except as otherwise provided in this Agreement, the Bidder hereby agrees that in respect of all Confidential Information received from ECI/CEO/DEO by way of non-disclosure pursuant to this Agreement, the Bidder shall:-

8.1 keep such confidential information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Bidder accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers:-

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the information; and/or

8.3.3 under the purview of this Agreement by virtue of the Bidder's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Bidder under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI/CEO/DEO after the expiry of the Contract for services, the Bidder agrees that all conditions and obligations imposed under this Agreement apply during the time that the Bidder has access to Confidential information and at all times thereafter.

9. The Bidder further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI/CEO/DEO or the Government of India including by not limited to those mentioned herein below:-

9.1 make any sketch, plan, model or note using the information provided by ECI/CEO/DEO which might be, directly or indirectly, useful to any third party;

9.2 obtain, collect, record or publish or communicate to any other person any secret/official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI/CEO/DEO.

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Bidder hereby agrees that the Bidder shall not:

10.1. communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized by writing by ECI/CEO/DEO; or

10.2 use the information provided by ECI/CEO/DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process: or

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI/CEO/DEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information sketch, plan, model, article, note, document, official code, password or information provided by ECI/CEO/DEO.

Other Obligations of the Bidder

11. The Bidder hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI/CEO/DEO and without limitation of the foregoing, the Bidder agrees not to do the following:-

11.1 communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

11.2 take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI/CEO/DEO.

12. The Bidder shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to cause its conduct to comply with the Agreement as as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Bidder.

13. The Bidders acknowledges that such Confidential Information provided by ECI/CEO/DEO shall remain the property of ECI/CEO/DEO and that the disclosure and /or provision of Confidential Information by ECI/CEO/DEO is solely for the purposes as stipulated by ECI/CEO/DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI/CEO/DEO.

14. The Bidders acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose any of the Confidential Information provided by ECI/CEO/DEO that is or may be revealed to him by ECI/CEO/DEO unless specifically authorized to do so in writing by ECI/CEO/DEO.

15. The Bidder acknowledges that any and all the Confidential Information that may be disclosed by ECI/CEO/DEO under this Agreement is the valuable property of ECI/CEO/DEO and is highly proprietary and confidential in nature. The Bidder further acknowledges that the disclosure, distribution, dissemination and/or release of the Confidential Information by the Bidder without the prior written consent of ECI/CEO/DEO will cause ECI/CEO/DEO to suffer severe, immediate and irreparable damage. The Bidder agrees that in the event the Bidder does disclose, disseminate, distribute and/or release the Confidential Information provided by ECI/CEO/DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI/CEO/DEO, then ECI/CEO/DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement

16. The Bidder further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/inadvertent disclosure of the Confidential Information. The Bidder agrees that upon termination of this Agreement, the Bidder shall forthwith return to ECI/CEO/DEO and /or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential information and might be disclosed.

17. The Bidder shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI/CEO/DEO. However, the said permission of ECI/CEO/DEO may be subject to:

17.1 For services-include terms which restrict the deployment of the same personnel who are working on ECI/CEO/DEO project with any other organization without permission of ECI/CEO/DEO during engagement with ECI/CEO/DEO.

17.2 For products- The configuration, deployment details, etc of the product provided by the Bidder to ECI/CEO/DEO shall not be discussed by the Bidder with any third party.

Penalty

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Bidder under this Agreement, ECI/CEO/DEO shall be entitled to take appropriate legal action against the Bidder, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI/CEO/DEO further reserve its right to take any other appropriate action, in law or otherwise, against the Bidder, as it deems fit and necessary. The Bidder agrees that nothing in this Agreement constitutes a waiver by ECI/CEO/DEO of the right to prosecute the Bidder for any statutory violation.

Miscellaneous

19. Interpretation: The interpretation of ECI/CEO/DEO with respect to the provisions of this Agreement shall be accepted by the Bidder and if dissatisfied with the interpretation, the Bidder can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Bidder under the laws of India shall only be resorted to after all in-house mechanism of redressal at ECI/CEO/DEO has been exhausted.

20. Supersession: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

21. Indemnification: The Bidder agrees to indemnify and hold ECI/CEO/DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI/CEO/DEO due to any breach, non-observance, failure or any other act leading to breach or omissions on part of the Bidder in the performance of this Agreement.

22. .Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

23. Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

24. Waiver: The non-exercise of or delay in exercising any power or right by ECI/CEO/DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

25. Relationship between the Parties: Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the Party for any purpose, Neither Party by

virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

Notices

26. Every Notice, demand or other communication under this Agreement shall:

26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by Parties.

26.2 Be sent to the Parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

26.3 Be deemed to have been received.

26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the Bidder;

26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post (to be confirmed) and

26.3.3 If sent by fax or electronic mail(e-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to

26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

26.3.5 The sender not receiving any telephone calls from the Bidder, to be confirmed in writing, that the fax has not been received in legible form;

27. Governing Law Jurisdiction: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out of this Agreement shall be subject to jurisdiction of the appropriate District Court. only.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Election Commission of India represented by

Designation_____

Name_____

WITNESSES

1.

2.

SIGNED AND DELIVERED by and on behalf of_____

(Bidder)

Represented by its Authorized Signatory/by Bidder himself,

Mr/Ms_____

WITNESSES

1.

2.

ANNEXURE 14

List of Documents Submitted

Date:

Bid No.:

To

The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

We, the undersigned, declare that:

The following documents listed herein have been submitted -

Sr. No.	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

Authorized Signatory

Designation : .....

Name :.....

Place : ..... Date: .....

Office Seal :

ANNEXURE 15

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref. ..... Bank Guarantee No.....
Date .....

To
The Chief Electoral officer
Elections Department,
Lawsthottam, Reddiyarpalayam,
Puducherry - 605010

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No ..... M/s……..having its Registered/Head Office at (hereinafter called the „Bidder') wish to participate in the said Bid or and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of ……valid upto..... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the …… Bank at…….. (local address) having our Head office at ……..guarantee……..and undertake to pay immediately on demand by Chief Electoral Officer, Puducherry, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding onus irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

a. Our liability under this guarantee is restricted to Rs ……(in words & figures).

b. This Bank Guarantee will be valid upto……;and

c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ….. In……..witness whereof the Bank, through its authorised officer, has set its hand and stamp on this…….day of …….2022at

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated .....

ANNEXURE 16

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the e-procurement portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the e-procurement portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-procurement portal.

   More information useful for submitting online bids on the e-procurement portal may be obtained at https://pudutenders.gov.in

2. REGISTRATION

i. Bidders are required to enrol on the e-procurement portal (URL: https://pudutenders.gov.in) by clicking on the link "Online bidder Enrolment" on the e-procurement portal which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement portal.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature certificate (Class II Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.,) with their profile.

v. Bidders then log-in to the site through the secured log-in by entering their user ID/password and the password of the Digital Signature Certificate.

3. SEARCHING FOR TENDER DOCUMENTS

i. There are various search options built in the e-procurement portal, to facilitate bidder to search active tenders by several parameters. These parameters include tender ID, organisation name, Location, Date, Value etc.,

ii. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My tenders' folder. This would enable e-procurement portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.

iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk

4. PREPARATION OF BIDS

i. Bidder should take into account corrigendum published on the tender document before submitting their bids.

ii. Please go through the tender document carefully to understand the document required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of document – including the name and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.

iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may be

scanned with 100 dpi which helps in reducing size of the scanned documents maximum size of the bid document shall not be exceed 35 MB.

5. SUBMISSION OF BIDS.

i. Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time. i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required documents one by one as indicated in the tender document.

iii. All the documents being submitted by the bidders will be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorised person until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded in to the server is subjected to systematic encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using Department's bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.

iv. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable / printable. The acknowledgement may be used as an entry pass for any bid opening meetings.

6. ONLINE PAYMENT OF EMD

The bidders have the option to make payment of EMD through the following modes:

i. Internet Banking

ii. NEFT/RTGS

In internet banking, bidders shall make payment using his/her internet banking enabled account with any of the bank listed in the annexure enclosed. The payment gateway will display a list of bank wherein the bidder may choose his bank. Upon selection, the bidder will take into a log in page of his / her bank. The bidder has to login and proceed for payment of tender fees / EMD. If the transaction is successful, system will be redirected to the e-tendering portal for submission of bid.

To facilitate bidders who do not have internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print out of the NEFT / RTGS payment challan auto generated by the system and visit his / her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the unique transaction reference (UTR) number in the e-procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.

Bid submission can be done immediately when EMD / Tender fee is paid through Internet banking mode when compared to NEFT/RTGS mode of payment.

7. ASSISTANCE TO BIDDERS

For training / clarification regarding online bid submission, contact e-procurement cell, III Floor, Chief Secretariat, Puducherry. Helpline: 0413 - 2220225

List of Banks available at present with the ICICI Bank – Payment Gateway

Sl. No.	Name of the Bank
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain & Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB Bank Personal
14	Deutsche Bank
15	Dhanalakshmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas Bank
28	Oriental Bank of Commerce
29	Pubjab and Sind Bank
30	Punjab National Bank
31	RBK Bank Ltd
32	Shamrao Vithal Co-op. Bank Ltd.,
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	Syndicate Bank
37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank

By Speed Post/Email

ELECTION COMMISSION OF INDIA

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No.23/EPIC Security/2021-ERS

Dated: 18th January, 2022

To,

The Chief Electoral Officers
of all States/UTs

Subject: New security Features for the Colour PVC EPICs– regarding.

Sir/Madam,

In an effort to prevent electoral fraud, Elector's Photo Identity Card (EPIC) was introduced by the Commission in the year 1993. The work of printing and delivering EPICs has been executed at the level of the CEO Office in each State/UT.

2. With the passage of time and in view of major advances in technology, the Commission has decided that the **quality of cards, security features and other specifications** shall be further improved. New Security features of EPIC shall be as under: -

1. The new PVC EPIC will be horizontal in shape with following size: -
   a. Card size:
      CR 80 (86mm × 54mm × 0.76mm) variation permissible of plus and minus 5%
   b. Thickness:
      760 microns (plus and minus 10%)
2. **Hologram**: Hologram size (after stamping): 16mm x 12mm. To be hot stamped made up of 19-23 Micron polyesters film of Gold/ Silver shade.
3. **Micro text**: Text as the border of the Photograph in size 19 to 25 micron.
4. **Ghost image printing**: Elector Photograph (Front side).
5. **Guilloche pattern** on the base of the card (Three colour guilloche design).
6. **QR Bar code** with 3000+ text characters.

3. The specifications of the PVC EPIC with new security features and specifications of the Hologram which needs to be hot pressed on PVC EPIC are enclosed herewith ***Annexure – A*** *and* ***Annexure - B***.

4. EPIC shall be supplied with prescribed security features and personalization details printed upon them.

5. **CEOs shall select** "Colour PVC Card manufacturer cum security printer"-with in-house printing facilities on PVC sheet incorporating security features and personalization capacity.

6. EPIC being an important identity card, CEOs shall ensure that only competent card printers as well as hologram printers who are currently supplying Visa Card or Master Card or RuPay or RBI or IBA or PVC Aadhaar Card, having ISO 27001 and ISO 9001 certificates, and are having requisite installed capacity to manufacture EPIC Cards (as per the requirement of the State/UTs) are empaneled at the State/UT level.

7. The hologram manufacturer should also be a member of Authentication Solution Providers Association (ASPA), International Hologram Manufacturers Association at (IHMA) ISO 9001 certifications and must be certified under Security Certification – TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards.

8. Relevant Financial Rules of the State/UT shall be followed while selecting vendors.

9. EPICs will be delivered to the electors as per the directions of the Commission contained in its letter Nos.-23/EPIC Security/2021-ERS, dated 05/10/2021 and 23/ID/2021-ERS dated 22/06/2021. Card Printer shall have facility of auto enveloping and will deliver the EPICs in the covers as per the instructions contained in above mentioned letters so that Postal Department could further distribute these to the concerned electors.

10. All the CEOs are requested to switch to new PVC EPIC on or before 1st April, 2022, however, CEOs of poll going states of Goa, Manipur, Punjab, Uttar Pradesh and Uttarakhand will be required to switch over to new PVC EPIC within one month of completion of elections.

Yours faithfully,

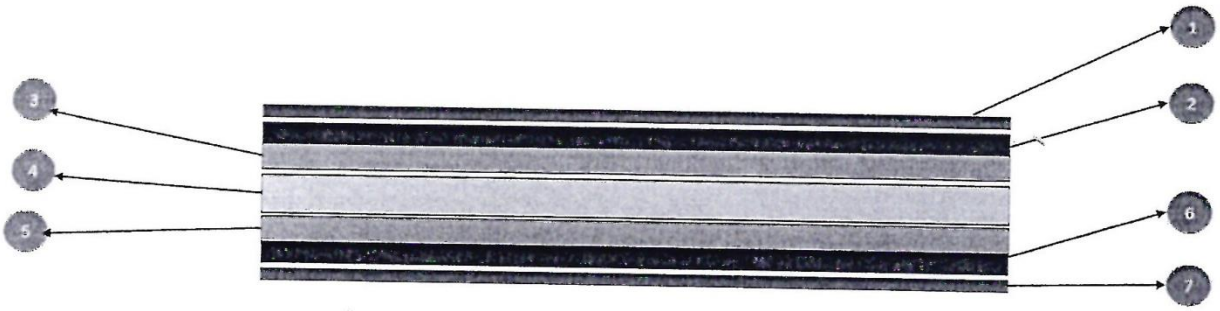
(RAKESH KUMAR)
SECRETARY

Annexure – A

SPECIFICATIONS OF CARD:

a. Card type:
All new cards will be printed on a PVC sheet with a coloured photograph. Material Poly Vinyl Chloride, Glossy/Mat finishing (PVC)+ Polyethene Terephthalate Glycol (PETG).

Proposed layering of EPIC card



1,7: Overlay 50 Micron Top and Bottom
2,6: Variable Data Print layer (LASER Printing 600 DPI and Above)
3,5: PVC Layer 180 Micron Top and Bottom
4: PetG Middle Layer 340 Micron

b. Card size:
CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%

c. Thickness:
760 microns (+/-10%)

d. Lamination (Overlay)
Glossy/Mat finishing

e. Design & Layout:
Indicative design as provided by ECI. The Election Commission may alter the design, colour scheme and layout at any time.

f. ISO Standard:
CR-80 type adhering to ISO/IEC 7810 /10373 standards

Hologram hot stamping

1. The exact number of holograms received in the reel from hologram manufacturer must be documented by the card printer as a secure document.
2. Card printer shall get required tests of holograms conducted before stamping to card printers.

OTHER FEATURES

1. Relief tint of “Election Commission of India” in bilingual, i.e., English & Hindi.
2. The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper right-hand corner.
3. Personalization:-

Front and Back of new EPIC

SECURITY OF DATA

- Standard guidelines of the Election Commission and Information Security (Categorized) to be followed.
- The Digital Certificate/HSM required for data encryption will be procured by the Card Printer and public key to be shared with CEO.
- Sorting of data - “Collating and sorting software, card tracking number etc.”

Annexure – B

SPECIFICATIONS OF HOLOGRAM

To manufacture & supply **Security Holographic Hot stamping Foil** (Gold/Silver Foil) for EPIC PVC Cards as per the holographic features prescribed by Election Commission of India (ECI). The bidder shall NOT outsource hologram master work (or any other intermediate process) to any other organization, and must have complete in-house infrastructure to manufacture EPIC hologram as per the specifications as mentioned below.

S.No.	Area	Requirement
1.	Holographic Features	Indicative list of high security anti-counterfeiting holographic features are: Overt: • Motion Effects • Multi-channel Effects • True Color Effects • Gradient Effects Covert: • Micro Security Features • CLR based Effects Forensic: • Nano Security Features
2.	Hologram Size	Hologram size (before stamping) :**20mm x 15mm** Job size or die size(after stamping) :**16mm x 12mm**
3.	Hologram Type	The security hologram must be suitable for hot stamping on EPIC card.
4.	Film Type	Vacuum metalized,19 to 23 micron polyester film of Silver and Gold shade to be used.
5.	Adhesive	Thermo Plastic polymer based adhesive to be used.
6.	Hologram color	**Gold/Silver Foil** to be used.
7.	Numbering	Each hologram has to be serially numbered to ensure proper accountability of the holographic hot stamping foil (numbering must not vanish by rubbing fingers upon it). Numbering may be on the holographic hot stamping foil over the holographic design or on the foil. However, upon hot stamping it must not get transferred on to the card.

- The diagrammatic representation of the ECI hologram:

Sample of Hologram

To ensure that the hot stamped hologram is durable each order delivery should be accompanied by a "quality test report from a Govt. Lab" based on the following tests: -

A) Chemical:

S.No.	Agent	Total Time	Concentration
1	Petrol	5 minutes	Pure
2	Diesel	5 minutes	Pure
3	Hot water (65°C)	30 minutes	Pure
4	Normal Soap Water	1 hour	5%

B) Physical Checks:

S.No.	Agent	Test Procedure
1	Image Quality	Check visually for the Brightness, visible defects/spots.
2	Flakes	The stamped image should be free from flakes along the sides of the hot stamping area.
3	Smudge Test	Briskly rub the image with your finger about 10 to 12 Times & check visually for any deterioration to the image.
4	Tape Test	Apply 3M 810 Scotch tape (Magic Tape), on the sample & pull it abruptly in a single jerk at 25°angle to check visually for any residue on the Tape. The sample should withstand Tape Test without peel-off.
5	Effect of Humidity	Exposing the card to 27°C at 65% RH for 18 hrs. in a Humidity Chamber.
6	Effect after exposing the card to 50°C & 80% RH for 18 hours	Expose the card to 50°C & 80% RH for 18 hours in a humidity chamber & check visually for any deterioration to the image after rubbing the surface with tissue paper.